The Solicitors' Journal
and Weekly Reporter.
LONDON, AUGUST 17, 1907.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication must be authenticated by the name of the writer.

Notice.

A Digest of all the Cases reported in the "Solicitors' Journal and Weekly Reporter" during the legal year 1906-1907, *containing references to the Law Reports, will be commenced next week, August 24th.*

Contents.

Cases Reported this Week.

Current Topics.

The Lords' Amendments to the Criminal Appeal Bill.

THE CRIMINAL Appeal Bill has received numerous amendments in the House of Lords. As regards the constitution of the court, the members are to be appointed by the Lord Chief Justice from the judges of the King's Bench Division, but, to maintain the responsibility of the Lord Chancellor for the administration of justice, words have been added requiring his consent to the appointment (clause 1). The rules to be made with respect to appeals will, by an amendment in clause 7, "enable any convicted person to present his case and his argument in writing instead of by oral argument, if he so desires." To clause 9, which allows of further evidence being given on the appeal, a proviso has been added that "in no case shall any sentence be increased by reason of or in consideration of any evidence that was not given at the trial."

Right of Appeal on Questions of Fact.

BY FAR the most important, however, of the amendments, and probably the only one which will be questioned by the Lower House, is that which requires the certificate of the judge at the trial, as well as the leave of the Court of Criminal Appeal, as a condition for appeal against a conviction on any ground of appeal which involves a question of fact, whether alone, or whether a question of mixed law and fact (clause 3); and the proviso at the end of the clause allowing an appeal as a matter of right in capital cases has been omitted. It cannot be denied that the weight of legal opinion in the House was in favour of these changes. They were moved by Lord HALSBURY, and supported by Lord ALVERSTONE, Lord COLLINS, and Lord ASHBOURNE, and some, at least, of these speakers declared themselves as favourable to the Bill. At the same time the amendment introduces a very serious qualification of the right of appeal allowed by the Bill, and there are strong objections to making the judge who presides at the trial the arbiter of the question of appeal on matters of fact. It is for the purpose mainly of hearing such appeals that the new court is to be established, and a decision as to whether any particular appeal should be entertained will command more confidence if it is given by judges who have taken no part in the trial. The Bill would seem to go quite far enough—possibly too far—in making any leave to appeal necessary, and this amendment cannot be accepted without materially diminishing its efficiency.

New County Court Rules.

WE PRINT elsewhere a set of new County Court Rules which have just been issued. The first rule supplies an omission in the form, given in the rules, of indorsement on the copy of a summons served on a company (Form 32). The second alters the form of default summons (Form 25*a*) under the Summary Procedure on Bills of Exchange Act, 1855, so as to reckon the

twelve days allowed for obtaining leave to defend inclusive of the day of service. Rule 3 settles a question which frequently arises in practice, and amends ord. 7, r. 33, so as to allow a default summons to be served by a person employed by a solicitor as a process-server. Under rule 36 of the same order judgment cannot be entered on an undefended default summons more than two months from service. The fourth of the new rules prevents this time from being extended by consent under ord. 54, r. 12. Rules 5 and 18 provide for the allowance as costs of the new fees payable on renewals of warrants of execution and orders of commitment. In *Pearson* v. *Wilcock* (1906, 2 K. B. 440) it was decided that an administration order made under section 122 of the Bankruptcy Act, 1883, is effective as regards subsequent creditors, and that proceedings by such creditors can be stayed under sub-section 5. Rules 7 to 17 of the new rules are intended to bring the County Court Rules into conformity with this decision. They regulate the stay of proceedings by subsequent creditors, and the application of any moneys which may have been received under an execution; and the rules preventing the enforcement of a commitment order after bankruptcy are correspondingly modified. Rule 22 will be found convenient by solicitors, as it sanctions the appearance of their clerks on applications which in the High Court would be made in chambers.

The Use of Soldiers to Suppress Riots.

THE UNFORTUNATE occurrences this week at Belfast bring into prominence the position of a soldier who is ordered by his superior officer to fire upon a riotous crowd. He and his officer occupy in the eye of the law the same position as an ordinary citizen; they are entitled, and it is their duty, to use so much force as may be necessary to put down breaches of the peace, but if their conduct is called in question before a civil tribunal, they must be able to justify it before a judge and jury. The position of the soldier under such circumstances was luminously stated in the report of the Commission appointed to inquire into the Featherstone Riot of 1893. "A soldier," it was there said, "for the purpose of establishing civil order is only a citizen armed in a particular manner. He cannot because he is a soldier excuse himself if without necessity he takes human life." How far a private soldier can shelter himself under the order of his superior, if undue force has in fact been used, is, as the late Mr. Justice STEPHEN observed, uncovered by judicial authority, but he adds that probably, if the question were argued, it would be found that the order of a military superior would justify his inferiors in executing any orders for giving which they might fairly suppose their superior officer to have good reasons: History of the Criminal Law, vol. 1, p. 205. Unfortunately, the results of military intervention are visited on the innocent as well as the guilty; but this, however deplorable may be the particular circumstances, cannot affect the question of liability. "An innocent person," it was said in the report above referred to, "killed under such conditions, where no negligence has occurred, dies by an accidental death. The legal reason is not that the innocent person has to thank himself for what has happened, for it is conceivable (though not often likely) that he may have been unconscious of any danger and innocent of all imprudence. The reason is that the soldier who fired has done nothing except what was his strict legal duty."

American Lawyers and Their Experience of English Courts.

EIGHT AMERICAN lawyers representing different States in the Commonwealth are, it appears, making a tour in Europe in order to study the legal procedure of various countries as contrasted with that of the United States. One of the party is reported to have said, in the course of an interview, that their impressions of the administration of justice in England had, to some extent, disappointed them. The judges, in their opinion, were men of too advanced an age, and, apparently, not men of the world. They did not appear to be sufficiently experienced in every-day life and every-day business. They appeared to lay down the law just as it was administered hundreds of years ago. In short, he considered that our legal machinery was not sufficiently up to date, and he concluded by speaking rather disrespectfully of the robes in which our judges are arrayed. For the first of these criticisms, that our judges are rather too far advanced in life, we think there is something to be said. Judges in former periods of our history seem to have reached the bench at an earlier age than they do now. This is probably due to the superior longevity of modern judges and the consequent rarity of vacancies on the bench. The statement that our judges are not men of the world and experienced in everyday business appears to be exaggerated. We have heard of an American judge who at the trial of a case took judicial notice of much that it was proposed to prove, "for this court had at one time much experience in the dry goods business." It is safer to allow the parties to call their evidence, though the judge may know, or think that he knows, what it is proposed to prove. As to the complaint that the law of our judges is too ancient, it is not supported by the judgments which appear in the law reports. We have often heard of gentlemen who describe those whose knowledge of the law is much greater than their own as "black letter lawyers." We cannot wish that the judicial robes were laid aside. They are an interesting memorial of a country with an ancient history, and we are much mistaken if they do not contribute to the dignity of the court.

Abandonment of Infant Children.

A RECENT case in which an infant child appeared to have been abandoned by its parents or guardians has attracted much attention, and it may be useful to consider how far the abandonment of a child is dealt with by the criminal law. The offence is described by Hume in his Commentaries on the Law of Scotland respecting crimes. The learned commentator, in dealing with the exposure of infant children, says: "I may here subjoin a few words concerning another frequent offence against infant children, and one which may sometimes end in their death, I mean the desertion and exposure of them. One can imagine cases of exposure which seem more properly to be cases of murder, if the death of the infant shall ensue, than of any lower offence. But even when the child is not abandoned in such a way as testifies a resolution to destroy it, yet still for the mother to desert her helpless infant, and expose it to any material risk of perishing, cannot but be considered as a high crime, though death do not ensue. Indeed, if the child die, though by an accident only, but an accident connected with the exposure, as if it be exposed in a field and is trodden to death by the cattle, or on a highway and is crushed by a carriage running over it, the crime seems to be no other than a species of culpable homicide." This statement is in accordance with the English law as contained in the Offences against the Person Act, 1861, s. 27, and the Prevention of Cruelty to Children Act, 1904, s. 1. But there appears to be some uncertainty as to the law in a case where the child is not placed in a retired spot where it is likely to escape observation, but is left in some public spot, or under circumstances which shew that the object is merely to throw the burthen of its support upon the parish or some public or private charity. There are authorities which tend to shew that this is a misdemeanour at common law, and that the offender may also be charged under the Vagrancy Acts for running away and leaving his or her child chargeable to the parish.

Rectification of Lease on the Ground of Mistake.

IN A CASE of *Cholmondeley Pennell* v. *Humphrey*, tried before his Honour Sir W. SELFE in the Brompton County Court, the judge founded his decision upon the rectification of a lease. The defendant had accepted the lease of a flat in Chelsea for a term of years at an annual rent, and the second clause of the lease provided that the tenant should pay the rent, "together with £1 per quarter for gas and other expenses incidental to the lighting and cleaning of the stairs." None of these quarterly payments had ever been made by the defendant during the four years that she occupied the flat, and the action was brought to recover the whole amount of the arrears. The case set up by the defendant was that it was agreed, before and at the time of the execution of the lease, that the stipulation as to the extra quarterly payment should be waived, and that the clause ought to have been deleted from the lease. The learned judge, upon the objection that oral evidence could not be admitted to vary an instrument under seal, considered that the defendant might be heard to prove that the document did not contain what

was intended to be the contract between the parties, and, evidence for this purpose having been adduced by the defendant, gave judgment in her favour. The case seems to us as near the line as can be imagined. The jurisdiction to rectify an instrument has always been exercised with great caution, and while it has been held that oral evidence may be received for the purpose of correcting a deed, it has been the practice to require something beyond the recollection of the witness who asks for the correction. In the present case there seems, apart from the oral evidence, to have been nothing but the plaintiff's omission during several years to claim the extra payment. This circumstance scarcely seems of sufficient weight to warrant the court in taking a course which goes far to abrogate the rule as to the inadmissibility of parol evidence to vary a written contract.

The Avoidance of Estate Duty.

THE CASE of *Attorney-General* v. *Duke of Richmond* (*ante*, p. 704) shews that the Scotch law of entail allows to the owner of entailed estates in that country an easy way of reducing the amount of the estate duty which will become payable on his death. Under the Entail Acts—an expression which means the Acts mentioned in the schedule to the Entail (Scotland) Act, 1882, and that Act—the owner of the estate tail can break the entail and acquire the fee on application to the court; but if he does not obtain the consent of the persons entitled in succession to himself, then under section 13 of the Act of 1882, the value in money of their interests must be ascertained by the court, and the amount paid or proper security given. In 1897 the late Duke of RICHMOND was the owner in tail of Scotch estates exceeding a million pounds in value. The persons next entitled were the present duke and his son. The late duke petitioned the court to approve an instrument of disentail, and since he did not obtain the consents of his son and grandson, their interests were valued by the court, and the values were fixed at £415,000 and £287,000 respectively. These sums were secured by bonds given by the late duke and charged on the estate, and subsequently further bonds for over £88,000 were given in respect of interest. The late duke became owner in fee, and subsequently by a deed which took effect only on his death he resettled the estates in the same line as before, but so as to tie them up for another generation. The Crown claimed estate duty on the whole value of the estate, but the present duke alleged that he was entitled under section 7 (1) of the Finance Act, 1894, to deduct the amount of the above bonds as well as of other incumbrances on the estate, the effect being to make the deductions exceed the total value, and so leave no duty payable. The enactment in question, after first directing that in determining the value of an estate for the purpose of estate duty allowance shall be made for funeral expenses and for debts and incumbrances, provides that an allowance shall not be made for debts incurred or incumbrances created by the deceased, "unless such debts or incumbrances were incurred or created *bonâ fide* for full consideration in money or money's worth wholly for the deceased's own use and benefit." BRAY, J., held that the bonds were incumbrances so created, and that the deduction should be allowed. The motive of the late duke he put aside as immaterial. A man is entitled so to dispose of his property as to remove it from liability to taxation (see *Bullivant* v. *Attorney-General for Victoria*, 1901, A. C. p. 202), and the conditions of the Scotch law required that the security should be given before the owner in tail could acquire the fee. The fee, therefore, represented the "money's worth" for which the bonds were given. If the decision stands, it will doubtless be the occasion for a strengthening of the law in the next Finance Act.

Bequests of Annuities.

THE EFFECT of directions in wills for the purchase of annuities has frequently to be considered, and it is interesting to note that in *Re Robbins* (1907, 2 Ch. 8) the Court of Appeal have affirmed the decision of SWINFEN EADY, J. (1906, 2 Ch. 648), that where the annuitant dies before the annuity has been purchased—before, indeed, there has been any opportunity for the purchase—his personal representatives are entitled to claim the capital value of the annuity as at the time of the testator's death. The gift may be either a gift of a specific sum with a direction that it shall be laid out in the purchase of an annuity, or a gift of an annuity of a specified amount to be purchased by the executors. In the former case the capital value is determined by the will, and the legatee's rights depend on the principle that the court will not require the executors to go through the form of purchasing the annuity when the legatee could, on the very next day, sell it again and take the capital value. He is entitled, therefore, to elect whether the annuity shall be purchased as directed by the will, or whether he will call upon the executors to hand over to him the capital sum named in the will. And if he dies before the purchase is made, and without having elected to take the capital value, the result is the same. No annuity can then be purchased, and there is no need for any election. The gift must therefore be carried into effect by the payment of the value to his representatives. The reasoning is clear enough, though, as is often the case when the law has to apply the provisions of a will to circumstances not contemplated by the testator, the result would probably be a surprise to him could he know it. And there is no distinction between the two forms of the gift referred to above. "On principle," said COZENS-HARDY, M.R., in the present case, "it is difficult to see how any distinction can fairly be drawn between a gift of a definite sum to purchase an annuity and a gift of so much money as is requisite to purchase a definite annuity. '*Id certum est quod certum reddi potest.*'" In *Re Robbins* there was a direction to purchase an annuity of £400 for the testator's widow. She died sixteen days after the testator. It was argued that the purchase need not have been made for twelve months, and that, therefore, she had not acquired any vested right under the gift, and it was sought to distinguish the similar case of *Dawson* v. *Hearn* (1 R. & M. 606) upon the ground that there the purchase was directed to be within three months, a period which the annuitant survived. But the Court of Appeal, in accordance with the rule that annuities run from the death of the testator, held that the widow's right accrued at that date, and that her representatives were entitled to the capital sum which would then have purchased the annuity.

Fishing Rights in Quebec.

IN THE CASE of *Cabot* v. *Attorney-General for Quebec* (reported in the *Times* of the 6th inst.) the litigation was concerned with the right to fish for salmon in the Gulf of St. Lawrence, by the waters of which the land of the appellant was bounded. These waters of the St. Lawrence, and the appellant's land, form part of the province of Quebec, originally the colony of Lower Canada and first settled by the French. The right of the appellant was, in fact, claimed under an old grant from the then reigning French king, and the main point for decision was the extent of the rights conferred by this grant on the original grantee, the appellant's predecessor in title. The question turned on the construction of this original Crown grant from the French king, and was thus a question peculiarly conversant with the local law of Quebec, which is, indeed, French rather than English, since the English common law was never introduced into Lower Canada. The case was heard only by Quebec (that is, French) courts, and the appellant, instead of appealing, as he might have done, to the Supreme Court of Canada, chose to appeal directly to His Majesty in Council. Under these circumstances it is hardly accurate to speak of the case as one governed by Canadian law, or decided in Canadian courts, or assisted by the opinions of Canadian jurists. Quebec law cannot, in any but the loosest sense, be said to be Canadian law, seeing that of the ten different provincial jurisdictions in the Dominion of Canada, all but Quebec have the English common law as the basis of their jurisprudence. However, in the judgment of the Judicial Committee the expressions, "Canadian law," "Canadian courts," "Canadian jurists," occur without any qualification to indicate that it is merely the law of one province, and not the Dominion of Canada, that is being referred to. Such expressions might constitute rather a pitfall for non-Canadian lawyers.

The Punishment of Parricide under the French Law.

THE French newspapers, in their report of the trial of a carman named VICTOR GIRARDIN for the murder of his father,

draw attention to article 13 of the Penal Code, which enacts that anyone convicted of parricide is to be carried to the place of execution in his shirt, bare-footed, and his head covered with a black veil. He is to be exposed to public view on the scaffold while an official reads aloud the terms of his sentence, and is then to be guillotined. The case against GIRARDIN was that his father, who had received a mortal stab in the back from a knife, rushed into the street crying for help, and pointing to his son said that it was he who had stabbed him. He died soon afterwards without being able to say more. The son's defence was that it was an accident. He had turned round suddenly while holding the knife in his hand, and the father must have fallen against it. The jury do not appear to have entirely accepted this explanation, but they gave the somewhat irrational verdict of guilty with extenuating circumstances. This verdict was followed by a sentence of three years' imprisonment.

The Public Authorities Protection Act, 1893.

II.

I.—STATUTES PRIOR TO 1893 (*continued*).

Reasonable ground for belief in statutory power at first required (continued).—The requirement of reasonable ground of belief, as well as honest belief itself, was strongly put forward in *Cook* v. *Leonard* (1827, 6 B. & C. 351), which was one of the chief cases in the early discussion of the subject. By a section of a local town regulation Act constables were authorized to apprehend all vagrants and suspected persons who should be found wandering or misbehaving themselves; another section imposed a penalty for exhibiting any beast in the streets. Two foreigners came to the town with a dromedary, which they exhibited in the streets. One of the foreigners was taken into custody by the high constable, who ordered the defendant, LEONARD, who was a constable, to have the dromedary removed from the town. Before this could be done the other foreigner had removed it from the street to a stable. LEONARD tried to remove it from the stable, and in doing so committed an assault on the plaintiff, who, as a bystander, objected to the removal as illegal. Illegal, in fact, it was, for the dromedary, when placed in the stable, had ceased to be in any sense a nuisance, and there was no provision in the statute under which it could be removed. To gain the protection of the statute, said BAYLEY, J., "the act done must be of that nature and description that the party doing it may reasonably suppose that the Act of Parliament gave him authority to do it." The defendants had no reasonable grounds for thinking that the Act of Parliament gave them power to remove the dromedary from the stable, and consequently the statutory notice of action was not necessary. So HOLROYD, J., said: "The taking it from the stable was not an act done *colore officii*, for the defendants could have no reasonable ground for supposing that they had any authority under the Act of Parliament to do it."

Knowledge of the specific statutory provision not required.—Inasmuch as in *Cook* v. *Leonard* the defendants had certain statutory powers relating to the matter in question, though not the precise power required to justify the act complained of, the case came very near a decision that the defendant ought to know the specific provisions of the statute and intend to act in accordance with them; and this view found expression in *Kine* v. *Evershed* (1847, 10 Q. B. 143), where it was said that it was necessary for the defendants to shew "not merely that vague opinion of their own power, but a reasonable conviction that they were enforcing the specific provisions of the law in committing the grievance complained of" (per Lord DENMAN, C.J., at p. 150): *cf. Smith* v. *Hopper* (1847, 9 Q. B. 1005). But the courts did not take kindly to this theory, and indeed it would have made the statutory protection for the most part inoperative had people been expected to carry the statutory provisions in their heads. Accordingly it was held in *Reid* v. *Coker* (1853, 13 C. B. 850) that it was not necessary that the defendant should at the time of doing the act be cognizant of the existence of the statute or be acting strictly in accordance with it: *Hardwicke* v. *Moss* (1861, 7 H. & N. 136).

Reasonable ground only an element in ascertaining bona fides.—Moreover, doubts began to be felt whether it was really essential that there should be the two elements of *bonâ fide* belief in statutory authority and reasonable ground for the belief in order to confer protection. It was suggested by ROLFE, B., in *Horn* v. *Thornborough* (1849, 3 Ex. 846), that reasonable belief was no more than an ingredient in *bona fides* (p. 850), and, once suggested, the idea was adopted: *Booth* v. *Clive* (1851, 10 C. B. 827), *Arnold* v. *Hamel* (1854, 9 Ex. 404). The true principle, said PARKE, B., in the latter case, is: "Did the defendant reasonably believe that his duty as such officer required him to act as he did, reasonable belief being an ingredient in enabling the court to arrive at a conclusion as to *bona fides*?" So far, then, the net result had been to make *bona fides* the one simple test (see *Cox* v. *Reid*, 1849, 13 Q. B. 558), the question of reasonable ground being relegated to a subordinate position as an element in *bona fides*, and the requirement of a specific knowledge of the statutory provision being dispensed with. But it may be noted that the requirements both of belief and reasonable ground for belief were repeated in *Danvers* v. *Morgan* (1855, 1 Jur. N. S. 1051).

Bonâ fide *belief in facts giving statutory power.*—But mere vague belief in statutory power or official authority, however honest, was not sufficient to entitle the defendant to statutory protection, and the requirement of reasonable ground for the belief having been discarded, a restriction had to be sought in another direction. This was done by shifting the object of the belief, and the defendant was required to show, not a vague belief in statutory authority, but a belief in such facts as would, if they existed, have clothed his conduct with statutory sanction. This test was first devised in *Hermann* v. *Seneschal* (1862, 13 C. B. N. S. 392), and it was repeated in *Roberts* v. *Orchard* (1863, 2 H. & C. 769), where the question for the jury was said to be: "Did the defendant honestly believe in the existence of those facts which, if they had existed, would have afforded a justification under the statute?" And the test thus formulated was readily adopted as settling a point which had caused so much difficulty: see *Heath* v. *Brewer* (1864, 15 C. B. N. S. 803), *Chambers* v. *Reid* (1866, 13 L. T. 703), *Downing* v. *Capel* (1867, L. R. 2 C. P. 46). In *Leete* v. *Hart* (1868, L. R. 3 C. P. 322) there was once again the suggestion that honest belief might not be enough without reasonable grounds; but this was repudiated in *Chamberlain* v. *King* (1871, L. R. 6 C. P. 474), and in that case WILLES, J., adopting *Hermann* v. *Seneschal* and *Roberts* v. *Orchard* (*supra*), treated the necessary belief as an honest belief in a state of facts which would have entitled the defendant under the statute to do as he did: see also *Griffith* v. *Taylor* (1876, 2 C. P. D. 194). Most of these cases arose upon the Larceny Act, 1861, under which persons found committing certain offences can be immediately apprehended by any person, and the defendant lost the statutory protection because he could not establish a belief in facts which showed that the defendant had been found committing the offence, or, if so found, that the apprehension was immediate. It was sometimes said that the question of *bona fides* was a preliminary question to be settled by the judge. *Arnold* v. *Hamel* (1854, 9 Ex. 404). But this was wrong; it was a substantial question of fact, and was for the jury: *Hazeldine* v. *Grove* (1842, 3 Q. B. 997); *Cox* v. *Reid* (1849, 13 Q. B. 558).

Protection given to specified persons; Bonâ fide *belief in possession of specified character.*—Where a statute gives authority to do an act to a specified class of persons, the defendant, to obtain statutory protection, must show not only that the act is in pursuance of the statute, but also that he himself fills the necessary character. It was at first held that the possession of the character must be strictly proved, and that the defendant's *bonâ fide* belief that he filled the character was not enough. Thus, under the repealed Cruelty to Animals Act (5 & 6 Will. 4 c. 59), offenders might be apprehended by a constable or by the owner of the animal, and a person who was

neither constable nor owner was held not to be protected by reason of his acting *bonâ fide*: *Hopkins* v. *Crowe* (1836, 4 A. & E. 774); and similarly where a person not regularly appointed a gamekeeper seized dogs under the belief that he was a gamekeeper: *Lidster* v. *Borrow* (1839, 9 A. & E. 654). "A person," said Lord DENMAN, C.J., in the latter case, "fancying that he fills a character, which he does not fill, cannot claim to be protected." But the question in such cases is really the same as in the others above referred to—Did the defendant *bonâ fide* believe in the facts necessary to entitle him to protection, one of these facts being whether he filled the necessary character? And accordingly a belief by a person acting as surveyor of highways under the Highway Act, 1835, in the fact of his appointment (*Huggins* v. *Wady*, 1846, 15 M. & W. 357), or by a person acting under statutory authority conferred upon an "owner" in the fact of his ownership (*Hughes* v. *Buckland*, 1846, 15 M. & W. 346; *Horn* v. *Thornborough*, 1849, 3 Ex. 846), entitles him to protection. "The protection afforded by the statute," said PARKE, B., in the latter case, "is not to be strictly confined to the owner of the property injured, but is extended to all persons who have a *bonâ fide* belief that they fill the character mentioned in the statute, and act *bonâ fide* in that belief."

In the two cases just mentioned a distinction was drawn in regard to the protection specifically conferred on justices and constables by the Justices Protection Act, 1751 (24 Geo. 2, c. 44)—replaced as to justices by the Justices Protection Act, 1848—and it was required that persons acting as such officers must be so actually. But the distinction is opposed to the principle on which the cases were in fact decided, and must be taken to be overruled by *Lea* v. *Facey* (1887, 19 Q. B. D. 352). It was there held by the Court of Appeal, upon section 264 of the Public Health Act, 1875, which gave protection to "any member" of a local authority, that the defendant was entitled to protection if he acted as a member under a *bonâ fide* belief that he was a member, although his election was invalid.

Protection of magistrates, constables, and other public officers—As regards magistrates, constables, and other persons who act by virtue of a public office, their claim to protection does not in substance differ from that of a private person who acts in intended pursuance of a statute. "In my judgment," said POLLOCK, C.B., in *Hardwick* v. *Moss* (1861, 7 H. & N. 136), "if the act is done by a public officer in his capacity of public officer, with reasonable ground for believing that he was authorized by the statute to do it, he is entitled to notice of action." As with other statements of earlier date than the rule laid down in *Roberts* v. *Orchard* (1863, 2 H. & C. 769), this reference to "reasonable ground" for belief must be read as requiring belief in facts (including belief in the provisions of a statute) which would confer the required authority. The question is not whether the defendant had reasonable grounds for his belief, but whether he did really believe in facts conferring authority. Hence where a magistrate had ordered the examination of the person of the plaintiff, who had been charged with concealing the birth of her child, he was not entitled to protection: *Agnew* v. *Jobson* (1877, 47 L. J. M. C. 67). He had no power to make the order either by statute or at common law, although he acted in the *bonâ fide* belief that he had authority. "There was," said LOPES, J., "a total absence of any authority to do the act, and although he acted *bonâ fide*, believing he had authority, there was nothing on which to ground the belief, no knowledge of any fact such a belief could be based on"; and it made no difference that the magistrate was not a private person, but was clothed with the general authority of his office. In exceptional cases, ground for suspicion, if *bonâ fide*, may give a title to protection to a magistrate (*Wedge* v. *Berkeley*, 1837, 6 A. & E. 663), or other officer: *Burns* v. *Nowell* (1880, 5 Q. B. D. 444). And if a magistrate is in fact acting in execution of his office, the fact that he is acting maliciously does not disentitle him to protection: *Kirby* v. *Simpson* (1854, 10 Ex. 358). But, of course, the improper receipt of money disqualifies: *Irving* v. *Wilson* (1791, 4 T. R. 485); *cf. Morgan* v. *Palmer* (1824, 2 B. & C. 729).

(*To be continued.*)

Reviews.

Trade Unions.

TRADE UNION LAW. By HERMAN COHEN, Barrister-at-Law. SECOND EDITION. Sweet & Maxwell (Limited).

The Trade Disputes Act, 1906, has in certain respects effected a great change in the law applicable to labour disputes, and many of the leading decisions of recent years have lost their importance. Section 1 removes conspiracy *per se* from the scope of civil actions in trade disputes as, by the Conspiracy and Law of Protection Act, 1875, it had been removed from the scope of the criminal law; section 2 legalizes peaceful picketing; section 3 abolishes as to trade disputes actions for interference with contracts of employment; and section 4 prohibits actions against trade unions for torts committed by them or on their behalf. Mr. Cohen places the Act of 1906 at the commencement of the book, and accompanies it by a commentary; but this statute, important though it is, has not displaced the earlier statutes, and the bulk of the work is occupied with the Trade Union Acts of 1871 and 1876, and the Conspiracy and Protection of Property Act, 1875. Notable among their provisions is section 4 of the Act of 1871, which forbids the direct enforcement by the court of certain agreements, and Mr. Cohen explains in detail the numerous decisions which have been given upon this prohibition, including the recent important case of *Howden* v. *Yorkshire Miners' Association* (1905, A. C. 256). The work will be found to be a very complete guide to the law affecting trade disputes.

New Orders, &c.

The County Court Rules, 1907.

These Rules may be cited as the County Court Rules, 1907, or each Rule may be cited as if it had been one of the County Court Rules, 1903, and had been numbered therein by the number of the Order and Rule placed in the margin opposite such Rule.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, or in any County Court Rules of subsequent date, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1903. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1903, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or in the Appendix to any County Court Rules of subsequent date, as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1903, or any County Court Rules of subsequent date, or in the Appendix to any of those Rules, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof.

ORDER II.

OFFICERS.

High Bailiff.

1. *Order II., rule* 32 (4a).—The words "[*add, if so*, with copy of affidavit annexed]" shall be inserted after the words "true copy" in paragraphs 1 and 2 of form 32 in the Appendix.

ORDER VII.

PLAINT NOTE AND SERVICE. SUMMONS.

Summons on Plaint.

2. *Order VII., rule* 2a.—The words "inclusive of the day of such service" shall be inserted after the words "service of this summons on you" in form 25A in the Appendix to the County Court Rules, 1906.

3. *Order VII., rule* 33a.—The following words shall be added to paragraph (c) of Rule 33 of Order VII., viz.:—

"or some person employed by either of them to serve the summons, who might be so employed to serve a writ in an action in the High Court."

Default Summons and Service.

4. *Order VII., rule* 36a.—The following words shall be added to Rule 36 of Order VII., viz.:—

"and the action shall be struck out as against him, notwithstanding anything contained in Order LIV., Rule 12."

ORDER XXV.

ENFORCEMENT OF JUDGMENTS AND ORDERS.

5. *Order XXV., rule* 6b.—Any fees payable on renewal of a warrant may be allowed as costs of the execution, and if so allowed

the amount and the fact of such allowance shall be entered on the warrant.

6. *Order XXV., rule* 23b.—The words "through the high bailiff" shall be inserted after the word "registrar" in paragraph 2 of Order XXV., Rule 23*a*.

7. *Order XXV., rule* 24a.—Where after a warrant of execution has issued against the goods of a debtor, the debtor files in the court out of which the warrant issued an affidavit according to the form in the Appendix, stating that an order for the administration of his estate (in these rules called an administration order) has been made under section one hundred and twenty-two of the Bankruptcy Act, 1883, and that the debt in respect of which the warrant issued has been notified to the court in which the administration order was made, and that the judgment creditor has not obtained leave to proceed from that court, annexing to such affidavit a certificate of the registrar of the court in which the administration order was made, and forthwith upon such affidavit being so filed gives notice to the judgment creditor of the filing thereof, further proceedings under the execution shall be stayed.

Where in any such case the warrant has been issued to a foreign district, the registrar of the court in which the affidavit is filed shall forthwith give notice thereof to the registrar of the foreign court.

8. *Order XXV., rule* 24b.—For the purposes of Rule 24*a* of this Order, the registrar of the court in which an administration order has been made shall, upon the application of the debtor, issue to him a certificate according to the form in the Appendix.

9. *Order XXV., rule* 24c.—In any case coming within Rule 24*a* of this Order, or where proceedings under an execution are stayed under section one hundred and twenty-two of the Bankruptcy Act, 1883, or under the rules made under that section, any money received under the execution shall, when received by the registrar of the court out of which the warrant issued from the high bailiff of that court, or, in the case of a warrant issued to a foreign district, when certified to the registrar of the home court under Order XXVIII., Rule 2, be dealt with as follows, viz.:—

(*a*) if the administration order was made in or the proceedings stayed by the court out of which the warrant issued, such money shall be dealt with as the judge of that court shall direct; and

(*b*) if the administration order was made in or the proceedings stayed by any other court, such money shall be certified in accordance with Order XXVIII., Rule 2, by the registrar of the court out of which the warrant issued to the registrar of the court in which the administration order was made or by which the proceedings were stayed, and the amount certified shall be paid over by the registrar of the court certifying the same to the treasurer, as the treasurer shall require; and the registrar of the court in which the administration order was made or by which the proceedings were stayed shall out of any moneys in his hands pay the amount so certified as the judge of that court shall direct, and shall be allowed by the treasurer of his court, at his audit, the amount so paid.

Where in any such case the costs of the execution incurred by the creditor are not allowed out of the money received, the creditor shall be liable for such costs; but they may be allowed as against the debtor, and may on application be added to the debt.

Judgment Summons.

Order XXV., Rules 42 to 45, and forms 192 and 193 in the Appendix, are hereby annulled, and the following rules and forms 192A, 192B, and 193A in the Appendix shall stand in lieu thereof.

10. *Order XXV., rule* 42a.—Where upon the return day of a judgment summons the judgment debtor satisfies the judge that a receiving order has been made for the protection of his estate, or that he has been adjudicated bankrupt, and that the debt was provable in the bankruptcy, no order of commitment shall be made.

11. *Order XXV., rule* 43a.—Where a judgment debtor after the making of an order of commitment against him files in the court in which the order was made an affidavit according to the form in the Appendix, stating that a receiving order has been made for the protection of his estate, or that he has been adjudicated a bankrupt, and that the debt was provable in the bankruptcy, and forthwith upon such affidavit being so filed gives notice to the judgment creditor of the filing thereof, the order of commitment shall not be issued, and if issued and not executed it shall be recalled.

12. *Order XXV., rule* 44a.—Where a judgment debtor is arrested, he may file in the court within the district of which he is in custody an affidavit as mentioned in the last preceding rule, and thereupon he shall be discharged out of custody upon the certificate of the registrar of that court, who shall forthwith give notice to the judgment creditor of such discharge.

13. *Order XXV., rule* 45a.—Where upon the return day of a judgment summons the judgment debtor satisfies the judge that an order for the administration of his estate (in these rules called an administration order) has been made under section one hundred and twenty-two of the Bankruptcy Act, 1883, and that the debt in respect of which the summons issued has been notified to the court in which the administration order was made, no order shall be made on such judgment summons except on proof that the creditor has obtained leave to proceed from the court in which the administration order was made, and in accordance with the terms, if any, imposed by that court.

14. *Order XXV., rule* 45b.—Where a judgment debtor after the making of an order of commitment against him files in the court in which the order was made an affidavit according to the form in the Appendix, stating that an administration order has been made, and that the debt in respect of which the order of commitment was made has been notified to the court in which the administration order was made, and that the judgment creditor has not obtained leave to proceed from that court, annexing to such affidavit a certificate of the registrar of the court in which the order was made, and forthwith upon such affidavit being so filed gives notice to the judgment creditor of the filing thereof, the order of commitment shall not be issued, and if issued and not executed it shall be recalled.

Where in any such case the order has been issued to a foreign district, the registrar of the court in which the affidavit is filed shall forthwith give notice thereof to the registrar of the foreign court.

15. *Order XXV., rule* 45c.—Where a judgment debtor is arrested, he may file in the court within the district of which he was arrested an affidavit as mentioned in Rule 45*b* of this Order, and thereupon he shall be discharged out of custody upon the certificate of the registrar of that court, who shall forthwith give notice to the judgment creditor of such discharge.

16. *Order XXV., rule* 45d.—For the purposes of the three last preceding rules the registrar of the court in which an administration order has been made shall, upon the application of the debtor, issue to him a certificate according to the form in the Appendix.

17. *Order XXV., rule* 45e.—In any case coming within Rule 45*b* or Rule 45*c* of this Order, or where proceedings under a judgment summons or order of commitment are stayed under section one hundred and twenty-two of the Bankruptcy Act, 1883, or under the rules made under that section, any money received under the judgment summons or order of commitment shall be dealt with as provided by Rule 24*c* of this Order with respect to money received under an execution.

Where in any such case the costs of the judgment summons or order of commitment incurred by the creditor are not allowed out of the money received, the creditor shall be liable for such costs; but they may be allowed as against the debtor, and may on application be added to the debt.

18. *Order XXV., rule* 46b.—Any fees payable on renewal of an order of commitment may be allowed as costs of that order, and if so allowed the amount and the fact of such allowance shall be entered on that order.

19. *Order XXV., rule* 48b.—The words "through the high bailiff" shall be inserted after the word "registrar" in paragraph 2 of Order XXV., rule 48*a*.

20. *Order XXV., rule* 49b.—Rule 56 of the County Court Rules, 1904, may be cited as Order XXV., rule 49*a*.

ORDER LIV.

General Provisions.

21. *Order LIV., rule* 8a.—In matters which, if the same related to actions or proceedings pending in the High Court, might be dealt with in chambers, the parties may be represented by any person who would be allowed to appear in chambers in the High Court.

APPENDIX.

192A instead of 192.

Affidavit under Order XXV., Rule 43*a* or 44*a*.

In the County Court of holden at
Between *A. B.*, Plaintiff,
and
C. D., Defendant.

I. *C. D.*, of make oath and say:—

1. That under the Debtors Act, 1869, an order for my commitment was made by this Court [*or* the County Court of holden at], for making default in payment of £ , due from me in pursuance of a judgment [*or* an order] of the [*here insert the Court in which the judgment or order was given or made*].

2. That on the day of 19 , I was adjudicated a bankrupt by the [*here insert the Court by which adjudication was made*] [*or* That on the day of 19 , a receiving order was made for the protection of my estate by the [*here insert the Court by which the receiving order was made*].

3. That the receiving order [*or* the order of adjudication] was published in the *London Gazette* on the day of 19 .

4. That the debt in respect of which the above judgment [*or* order] was given [*or* made] was provable under the bankruptcy.

Sworn at

C. D.

192B instead of 192.

AFFIDAVIT UNDER ORDER XXV., RULE 24*a*, 45*b* OR 45*e*.

In the County Court of holden at
Between *A. B.*, Plaintiff,
and
C. D., Defendant.

I, *C. D.*, of make oath and say:—

1. That on the day of 19 , a warrant of execution against my goods was issued by this Court in consequence of default made by me in payment of £ , due from me in pursuance of a judgment [*or* an order] given [*or* made] against me on the day of 19 . [*or*

1. That under the Debtors Act, 1869, an order for my commitment was made by this Court [*or* the County Court of holden at], for making default in payment of £ due from me in pursuance of a judgment [*or* an order] of the [*here insert the Court in which the judgment or order was given or made*].]

2. That on the day of 19 , an order for the administration of my estate was made by the [*here insert the Court in which the order was made*] under the provisions of section 122 of the Bankruptcy Act, 1883, as shown by the certificate of the registrar of that Court hereto annexed.

3. That the debt in respect of which the above judgment [*or* order] was given [*or* made] has been notified to the Court by which the said order for administration was made, and the plaintiff who obtained the said judgment [*or* order] has not obtained leave to proceed from that Court, as appears from the certificate of the registrar hereto annexed.

Sworn at

C. D.

193A instead of 193.

CERTIFICATE UNDER ORDER XXV., RULE 24*b* OR 45*d*.

In the County Court of holden at .

I hereby certify that an order for the administration of the estate of *C. D.* of [*here insert address and description of debtor*] was made by this Court under the provisions of section 122 of the Bankruptcy Act, 1883, on the day of 19 , and that a debt of £ has been notified by the said *C. D.*, to this Court as being due from him to [*here insert the name, address, and description of the creditor whose name the debtor wishes to be inserted*], and that the said [*here insert the name of creditor*] has not obtained leave to proceed from this Court.

Dated this day of 19 .

Registrar.

We, William Lucius Selfe, William Cecil Smyly, Robert Woodfall, Thomas C. Granger, and H. Tindal Atkinson, being Judges of County Courts appointed to frame Rules and Orders for regulating the practice of the courts and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed) WM. L. SELFE.
WM. CECIL SMYLY.
R. WOODFALL.
T. C. GRANGER.
H. TINDAL ATKINSON,

Approved,

(Signed) LOREBURN, C.
HERBERT H. COZENS HARDY, M.R.
ROWLAND L. VAUGHAN WILLIAMS, L.J.
J. GORELL BARNES, P.
R. B. FINLAY.
CHRISTOPHER JAMES.

I allow these Rules, which shall come into force on the 1st day of October, 1907.

The 31st of July, 1907. (Signed) LOREBURN, C.

CASES OF THE WEEK.

Before the Vacation Judge.

Re **JENKINS & CO. (LIM.).** 14th August.

PROCEEDINGS IN FOREIGN COURT—INJUNCTION TO RESTRAIN—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89) ss. 85, 87.

Motion to continue an injunction granted by the registrar of companies winding-up. Jenkins & Co., (Lim.), were the owners of a steamship called *The Denbighshire*. By an agreement made on the 4th of April, 1907, between the company and various other steamship companies, *The Denbighshire* was engaged in the shipping trade in various parts of the world in a line called the Shire Line, which was composed of ships belonging to the different companies who were parties to the above agreement. By an agreement made in December, 1906, between the Shire Line and Edward Benstead & Co., of Singapore, the latter agreed to supply coal to the Shire Line steamers at Singapore, for which payment was to be made by bills drawn on the Shire Line by the captains of the ships. Under this agreement coal was supplied to *The Denbighshire* by Benstead & Co. at Singapore, the captain giving bills which were duly met by the Shire Line, which on the 11th of March, 1907, was incorporated under the name of the Shire Line of Steamers (Limited). These bills amounted to £605 4s. 6d., and the Shire Line of Steamers (Limited) claimed this sum from Jenkins & Co. (Limited). This last-named company went into voluntary liquidation on the 15th of July, 1907, *The Denbighshire* then being on her voyage from Singapore to Hamburg. The above claim had not been paid by Jenkins & Co. (Limited). On the arrival of the vessel at Hamburg she was arrested in respect of this claim at the suit of the respondents; whereupon an interim injunction was obtained from the registrar to restrain further proceedings except with the leave of the court. The present application was made with the object of continuing that injunction. Affidavits by German lawyers were read by both sides as to the rights conferred by German law on the respondents in the above circumstances. It was contended on behalf of the applicant that the effect of the action of the respondents in arresting the ship was to give them an advantage over the other creditors; that it was clear from the affidavits of the German lawyers that the lien only attached in favour of the persons who supplied the coal—namely, Benstead & Co., and that the fact that the respondents had paid for them did not give them a maritime lien as claimed. *The Ripon City* (1897, P. 226) did not support their contention, as it dealt with the lien of a master on the ship for wages and disbursements. Reference was made to sections 85 and 87 of the Companies Act, 1862. It was further contended that the court had jurisdiction to grant the injunction, for although the vessel was not within the jurisdiction, the respondents were. For the respondents it was contended that the court had no jurisdiction. [PICKFORD, J., referred to *North Carolina Estate Co.* (1889, W. N. 53), where it was held that the court had jurisdiction to restrain a British subject from taking proceedings in a foreign court.] It was contended that that case was inadequately reported, and *Re Maudslay, Son, & Field* (1900, 1 Ch. 602) was referred to. The real question was, assuming that the respondents had a lien by German law, whether an injunction ought to be granted depriving them of their advantage, they having paid for the coal supplied to *The Denbighshire*. It was further contended that neither section 85 nor section 87 of the Companies Act, 1862, had any application to actions or proceedings in a foreign court.

PICKFORD, J., said he thought that the respondents, who were creditors in the winding-up, should be restrained in this case from continuing further proceedings in the German courts or against *The Denbighshire*. It might be correct to say that section 87 of the Companies Act, 1862, did not apply to proceedings in any but an English court, but this application was under section 85. He did not think there could be the slightest doubt that he would have power to restrain such proceedings as these had they taken place in England, for one object of section 85 was to prevent one creditor from obtaining an advantage not possessed by the other creditors. It was said that because German law did give this advantage he ought not to interfere. He did not agree with that contention. Section 85 gave him the power to prevent this advantage accruing to these particular creditors, and the case of *North Carolina Estate Co.* (*supra*) shewed that the fact that the proceedings were taking place in a foreign court did not deprive him of that power. There were no special circumstances to induce him to refrain from granting the application, for it was admitted by the respondents that if the ship had been arrested in England they could not have resisted an injunction. He therefore granted the application.—COUNSEL, *J. A. Simon; F. E. Smith.* SOLICITORS, *Parker, Garrett, Holman & Howden; Holman, Birdwood, & Co.*

[Reported by W. L. L. BELL, Barrister-at-Law.]

CASES OF LAST SITTINGS.

House of Lords.

DUNLOP PNEUMATIC TYRE CO. (LIM.) *v.* DUNLOP MOTOR CO. (LIM.)
11th and 12th June; 24th July.

TRADE NAME—INFRINGEMENT—PERSONAL NAME.

Held, that the mere use by the defendants of the personal name "Dunlop" as part of their trade name was not sufficient to entitle the plaintiffs, another firm trading under a somewhat similar name in which the word "Dunlop" also formed part, to an injunction, there being no direct evidence that the public were being deceived or that any substantial harm was likely to be done to the party asking for the injunction.

Appeal from a decision of the second division of the Court of Sessions which reversed the decision of the Lord Ordinary. The case is reported in 8 Fraser, 1146. In 1904 two brothers, R. & J. F. Dunlop, who had for some years been in partnership in a cycle and motor repairing business in Kilmarnock, formed a small limited company under the name of the Dunlop Motor Co. for the purpose of selling on commission and repairing motors and motor cycles and parts thereof. The Dunlop Pneumatic Tyre Co., whose head office is in Regent-street, W., and who are the makers of the well-known pneumatic tyre for cycles and motors called the Dunlop tyre and motoring accessories, stamped with the name Dunlop, took proceedings to have the Dunlop Motor Co. interdicted from carrying on their business under any name containing the name "Dunlop." Both companies had power to make motor cars, but neither had in fact made any motor cars. The Court of Sessions refused to grant interdict. The English firm appealed.

Lord LOREBURN, C., in giving judgment, said the question was whether the use by the respondents in their business of the name Dunlop Motor Co. (Limited) should be restrained by interdict at the instance of the appellants (the Dunlop Co.) as being (1) calculated to mislead the public

into the belief that the respondents' business and goods were the business and the goods of the appellants, or (2) intended to deceive the public into that belief and so enable the respondents wrongfully to take advantage of the business reputation of the appellants' company which was formed in 1896, and took its name from the successful author of an invention for improvement in indiarubber tyres. The appellants had failed to show that the respondents had adopted the name "Dunlop" for the purpose of fraudulently passing off their own goods as those of the appellants' manufacture, and the rule in *Burgess' case* applied therefore in favour of the respondents. But it was said that the names were so similar that the public were likely to be deceived. He did not think that anybody would be misled into thinking that the two companies were one and the same, and he could see no ground for thinking that the respondent company could do any harm to the appellants. He moved that the appeal should be dismissed with costs.

Lords JAMES OF HEREFORD, ROBERTSON, and COLLINS concurred.—COUNSEL, *Sir Robert Finlay*, K.C., and *A. Clyde*, K.C.; *Upjohn*, K.C., and *W. Watson*. SOLICITORS, *John B. & F. Purchase; John Bartlett*, for *Campbell & Smith*, Edinburgh.

[Reported by ESKINE REID, Barrister-at-Law.]

LEEDS CORPORATION *v.* WOODHOUSE AND OTHERS.

1st, 2nd, and 6th May; 24th and 25th July.

LICENSING ACTS—CERTIORARI—LICENSING JUSTICES—ALLEGED BIAS ON PART OF JUSTICES—DISCRETION OF JUSTICES—"THEY MUST ACT HONESTLY"—LICENSING ACT, 1904 (4 EDW. 7, c. 23), s. 1—ALEHOUSE ACT, 1828 (9 GEO. 4, c. 61), s. 1—BEERHOUSE ACT, 1840 (3 & 4 VICT. c. 61), s. 1.

Where justices acting honestly have granted licences to persons who in their discretion are fit and proper persons to apply for such licences, the validity of such licences cannot be impeached; although the licensees may be persons who are not "keeping or being about to keep" an inn, alehouse, or victualling house within section 1 of the Alehouse Act, 1828.

A beerhouse licence, if granted under section 1 of the Beerhouse Act, 1840, to a person who is not the real resident holder and occupier of the house, is not void.

Semble, a certiorari will not lie to bring up the determination of licensing justices at the general annual licensing meeting granting or refusing a licence, their determination not being a judicial, but an administrative act.

Per Loreburn, C.—*A bonâ fide arrangement between the owners of public-houses and members of the licensing committee for the suppression of licences under section 1 of the Act of 1904 is a legitimate way of carrying out the intention of the Act.*

Appeal by the corporation from a decision of the Court of Appeal (Vaughan Williams, Stirling, and Moulton, L.JJ.) reversing the decision of the King's Bench Division (Lord Alverstone, C.J., and Ridley and Darling, JJ.). The decision of the Court of Appeal is reported *sub nom. Rex* v. *Woodhouse and Others, Ex parte Ryder* (1907, 2 K. B. 501). The facts which gave rise to the appeals were shortly these: The Corporation of Leeds obtained an order from the Local Government Board for the purpose of enabling them to acquire all the property in a certain "slum" quarter of the city known as the Quarry Hill district with a view to improvements. Among the properties so acquired were thirty-six licensed premises. Some of these the corporation voluntarily surrendered the licences of, but as to eleven (the houses in question in this case) they expressed their willingness to the licensing committee to give up the licences provided they received about two-thirds of the sum they had purchased them at as compensation. In order to do this it was necessary to apply for renewal of the licences, and caretakers were placed in each house in order to keep the premises open, although no trade was done, until the time for applying for renewal came round. A formal application was made at the general annual licensing meeting and the houses "referred," provisional licences being granted pending the decision of the compensation authority. Certain gentlemen in Leeds representing the brewing interest there objected to the houses being "referred" on the ground that this was a misapplication of the compensation funds, and they alleged that the whole proceedings were irregular, and were the outcome of a hole and corner arrangement to reduce licences in this neighbourhood as far as possible at the expense of the trade. They said that the licensing justices had not, and could not have, differentiated these houses as "redundant" because they had bound themselves to refer the lot, as that was the one and only ground on which the licensees, the corporation in this case, could get compensation from the fund. The objectors obtained rules *nisi* for *certiorari* and for *mandamus* in each case directed to the licensing justices in and for the county borough of Leeds. The appeals were consolidated and the agreed facts in the case of one beerhouse and one fully-licensed public-house were argued, the decision in each test case by consent deciding the other cases. The Divisional Court refused to make absolute the rules which stood discharged. The Court of Appeal reversing that order made the rules absolute. The justices now appealed.

Lord LOREBURN, C., in giving judgment, said it was not necessary to consider any point in regard to the remedy applicable to this case, assuming that a *certiorari* or some other form of remedy was applicable, for, in his opinion, there was no ground whatever for interfering with what had been done here. The justices of the licensing district referred certain licences to quarter sessions under section 1 of the Licensing Act of 1904, and then they had, as required by the rule, granted provisional licences to certain nominees of the Leeds Corporation, who did not carry on, and did not intend to carry on, the business of licensed victuallers. The grounds the objectors put forward were really three in number. One of them was that the justices of the district had no power to refer these licences, because the renewals of them would be void under section 1, sub-section 1, of the Act. They said that the licences would have been void because under the Act of 1828, section 1, the licences could be given only to persons "keeping or being about to keep," alehouses or victualling houses, and the licensees in this case were not such persons. The answer was that although the Act of 1828 did use these words in describing the parties for which the licensing meetings were to be called, it expressly left to the discretion of the justices whether they should grant licences or not to the persons whom they deemed fit and proper persons, so that these licences would not be void if granted. With regard to beerhouses, the argument was that had the licences been granted they would have been void. Reference was made to the Act of 1840, which required that the person should be really the resident or occupier of the house before he obtained the Excise licences, and it was said that the operation of the Act of 1869 was to make it unlawful for justices to grant certificates or licences under that Act unless the person complied with the words contained in the Act of 1840. He said nothing about the propriety of doing this in general. He did not wish to convey the idea that improper persons ought to be recipients of certificates or licences; but whenever they were granted they were not void. He must not be understood as saying that the justices under the Act of 1904 would be warranted in shutting their eyes in a good-humoured way to any defect within the description of sub-section 1 of section 1, but what he did say was that they were not bound to enter in detail upon any such inquiry as this which would involve sub-section 1 of the Act. If they thought fit in the exercise of their honest discretion to send forward and refer to quarter sessions they were entitled to do so. They must act, of course, honestly and endeavour to carry out the spirit and purpose of the statute. In this present case he saw no ground whatever for saying they were not authorized to refer the applications to quarter sessions under sub-section 1 of section 1, of the Act, and therefore that ground entirely failed. The second ground for the respondents was that some at least of the justices who heard the case in quarter sessions were biassed by their having previously taken part in certain arrangements whereby the corporation undertook to have these houses suppressed and compensation paid. The justices acting under section 1, sub-section 2, of the Act of 1904 acted administratively and in their exercise of a discretion which might depend upon considerations of policy and practical good sense, and they must of course act honestly. That was the total of their duty. He was quite satisfied that these gentlemen acted honestly in this case, and he very much regretted that objection of this kind was taken to what took place at the hearing before justices. It was a reprehensible practice. He saw no objection to arrangements being made between owners of public-houses and members of the licensing committee with a view to the suppression of licences under section 1 of the Act. Indeed, he regarded that method as the most obvious and legitimate way of carrying out the intentions of the Act. A third point was made by Mr. Danckwerts, that in fact no one except the holder of the licence could apply for a renewal, and in this case the previous holder had gone, and there had been no transfer. There was nothing in any Act of Parliament which was cited that supported that contention, and, so far as authority went, the authority was against it, and that argument might be dismissed. He was, therefore, of opinion that this appeal must be allowed, and he moved their Lordships accordingly.

Earl of HALSBURY and Lords ASHBOURNE, MACNAGHTEN, and ATKINSON concurred. Appeal allowed with costs and rules discharged.—COUNSEL, *Scott Fox*, K.C., and *Bairstow; Danckwerts*, K.C., and *J. A. Simon*. SOLICITORS, *King, Wigg, & Co.*, for *Robert E. Fox*, Town Clerk, Leeds; *Godden, Son, & Holme*, for *Simpson, Thomas, & Co.*, Leeds.

[Reported by ESKINE REID, Barrister-at-Law.]

THE PALACE SHIPPING CO. *v.* CAINE AND OTHERS. 29th July.

SHIP—SEAMEN'S WAGES—AGREEMENT WITH CREW—PROPOSAL DURING VOYAGE TO PROCEED WITH CONTRABAND CARGO TO BELLIGERENT PORT—REFUSAL—CONVICTION—RIGHT TO WAGES—TERMINATION OF VOYAGE—WAGES UNTIL FINAL SETTLEMENT—DAMAGES—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), s. 134.

Held, dismissing the shipowners' appeal, that, as the character of the voyage was changed from an ordinary commercial venture for which the seamen had signed on to one involving increased risks, the seamen were entitled to refuse to continue it, and were therefore entitled to their wages down to the date of the judgment in the Court of Appeal, which was in this case the "final settlement" of the claim; that the conviction before the colonial port magistrate on a charge of conspiring to impede the progress of the ship did not operate as an estoppel so as to bar them from making the claim, but that the men were not entitled to damages for the proceedings taken against them in the colonial port.

The Court of Appeal allowed a certain sum also for "maintenance."

Per Lord Loreburn, C.—Query, *whether a sum for maintenance awarded by the Court of Appeal could properly be awarded as "wages," and ought not rather to have been awarded as damages for wrongful discharge.*

Per Lord Atkinson.—*The seamen were entitled to wages only down to the time of their arrival in this country.*

Appeal by the defendants, the owners of the steamship *Franklyn*, from an order of the Court of Appeal in part affirming and in part adding to or varying a judgment of Lawrance, J. (reported 1907, 1 K. B. 670). The facts taken from the judgment of the Lord Chancellor were as follow: The action was brought by nine seamen against the owners of *The Franklyn* for malicious prosecution, wages, and maintenance, and damages. The men agreed to serve on a voyage not exceeding three years' duration, commencing at Glasgow, thence to Hong Kong, viâ Barry, and for any other ports within stated limits of latitude, and to end at such port in the United Kingdom or continent within home trade limits as might be required by the master. They sailed from Cardiff with a cargo of coals and reached Hong Kong on the 20th of February, 1905. War had been

raging between Russia and Japan for more than a twelvemonth. At Hong Kong the men were told for the first time that *The Franklyn* was to proceed to Sasebo, a naval base of Japan, and if, therefore, the men had gone on with the ship to Sasebo, they would have exposed themselves to whatever danger that might have involved. The master claimed that the men were bound to go on to Sasebo. The men refused, and were taken before the harbour master, who was also port magistrate. The harbour master sentenced them to ten weeks' imprisonment, and they were imprisoned accordingly with circumstances of much hardship and indignity. The wages they had already earned were not paid to them but into the shipping office, and applied, it would seem, to defray the cost of maintaining the men in prison. After serving their sentence they were sent home as distressed seamen, and reached London on the 15th of July, 1905. In August they brought this action. Lawrance, J., held that the action for malicious prosecution failed (as was now admitted), but awarded to the men their wages up to the time when they arrived in England. The Court of Appeal went further and ordered payment of wages from the 16th of December, 1904, the date of the articles, down to "the date of the final settlement or judgment herein" —namely, the 21st of December, 1906. And further they gave the plaintiffs maintenance from the 20th of February, 1905, up to 21st of December, 1906.

Lord LOREBURN, C., after stating the facts, said: In my opinion the conduct of the defendants to these men was illegal from beginning to end. It is suspicious that the destination in Japan was never communicated to the seamen till the ship arrived at Hong Kong. And though statutory provision has been made for the protection of seamen, the ancient power of the Admiralty Court to shelter them from wrong is not superseded. I cannot doubt that your lordships would apply that jurisdiction in a fitting case. Here it is unnecessary. The master had no right to require that these men should sail for Sasebo, for the risk was not a commercial risk nor the voyage a commercial voyage such as the articles contemplated. The contention that there was in fact no danger of capture is not established. I cannot doubt that the owners themselves thought there was danger and the men thought so also, and with reason. It is nothing short of preposterous to expect that seamen in a strange port shall speculate on the movements of belligerent war vessels and nicely weigh the chances of capture. I will not say that the proceedings of the harbour master, purporting to act judicially, were vitiated by a departure from the safeguards of justice, for he is not before your lordships. But I think his action in this case, and his communications with the master of *The Franklyn*, are a proper subject for further inquiry by those who have control in such matters. Undoubtedly the sentence was wrong and unjust, for no offence had been committed. And the refusal to pay the wages already due was illegal. The handing of the money to the shipping office was also illegal. I regard the whole transaction as a piece of calculated oppression, designed to force into a hazardous enterprize, partaking of the risks of war, seamen who had agreed to serve on a peaceful voyage. I hold that the master wrongfully discharged and left behind these seamen under sections 187 and 188 of the Merchant Shipping Act, 1894, for he procured their imprisonment on an unlawful ground. He obtained a certificate which recited the discharge, and he was bound under section 189, sub-section 3, of the Merchant Shipping Act, 1894, to pay to these men themselves the wages due to them. This he failed to do. Accordingly, I am of opinion that section 134 of that Act applies. The men lawfully left the ship, for they were compelled by law against their will to leave it. Their engagement was in fact ended, and they brought their action on the footing that it was ended a few weeks after their return to London. The delay in payment of their wages was not due to the act or default of the seamen, or to any reasonable dispute as to liability, for the liability to past wages was never disputed. It was due solely to the wrongful act or default of the owner or master. And, therefore, the seamen's wages continued to run and be payable until they received them, which was not till the judgment of the Court of Appeal. "Final settlement" in section 134 means, in my opinion, payment or other such settlement as that section prescribes. It is not easy to imagine a case more appropriate for the infliction of the sharp penalty provided by that section, the object of which is to require prompt payment and to prevent evasion of this duty either by carelessness or dishonesty. The Court of Appeal awarded, also, a sum of maintenance, apparently regarding that as included in the term "wages." I would prefer to treat it as damages for wrongful discharge. In the result it comes to the same thing, for the men were deprived of their provisions, and that was an item in their loss. I share the regret expressed by Cozens-Hardy, L.J., that I cannot award damages for the suffering endured by these men at Hong Kong. They would have been exemplary. I am of opinion that the judgment appealed against should be affirmed.

Lords MACNAGHTEN and JAMES OF HEREFORD concurred in the appeal being dismissed.

Lords ROBERTSON and ATKINSON concurred, but expressed a doubt as to whether the sum allowed for maintenance could properly be included in the word wages. If it could not, they agreed with Lord Loreburn, C., that the men were entitled to damages, and on a mere question of amount did not desire to dissent from the judgment moved. Appeal dismissed with costs.—COUNSEL, *J. A. Hamilton*, K.C., and *Dawson Miller*; *S. T. Evans*, K.C., *Neilson*, and *M. Morgan*. SOLICITORS, *Botterell & Roche*; *Chivers & Co.*

[Reported by ESSKINE REID, Barrister-at-Law.]

SWANSEA HARBOUR TRUSTEES v. SWANSEA UNION.

8th and 30th July.

RATING—POOR RATE—OCCUPATION—DOCKS—HARBOUR—STATUTORY POWER TO LEVY HARBOUR DUES—DUES CONNECTED WITH OCCUPATION OF LAND—SWANSEA HARBOUR ACT, 1854 (17 & 18 VICT. C. CXXVI.), SS. 125, 126, 127.

Held, that the harbour rates on goods and harbour rates on ships could not be taken into account in considering the rateable valuation of the hereditaments held by the trustees.

Reg. v. Hull Docks (1845, 7 *Q. B.* 2), *not followed*.

Blyth Harbour Commissioners v. Tynemouth Union (1896, 2 *Q. B.* 675), *followed*.

The Swansea Harbour Trustees are a statutory body acting under a series of local Acts as conservators of Swansea Harbour, the soil of which is, however, not as a whole vested in them, and they and their predecessors have under statutory powers constructed docks and other works in connection with the harbour. Among other works the trustees have converted a part of the bed of the River Tawe, which flows into the harbour, into a dock, diverting the main flow of the river along an artificial cutting. The soil of the bed of the river at this point was not acquired by the trustees. Under these local Acts the trustees are entitled to harbour dues from vessels using the harbour and to dock dues from vessels using the docks. The trustees appealed against a poor rate made for the parish of Swansea for the year 1901 whereby they were rated in respect of property described in the rate as "docks, railways, and appurtenances" at £33,900 gross estimated rental and £22,900 rateable value—and by consent of the parties a case was stated and formed part of the judgment of quarter sessions. The Divisional Court held that the trustees were in rateable occupation of that part of the bed of the Tawe which had been converted into a dock and upheld the assessment. On appeal the Court of Appeal, reversing the Divisional Court on this point, decided that the harbour dues, as distinguished from the dock dues, were in the nature of tolls in gross, and were, therefore, not to be taken into account in valuing for rating purposes the docks in the occupation of the trustees. They distinguished the present case from *Reg.* v. *Hull Docks* (1845, 7 Q. B. 2), and decided that it came within the principle in *Blyth Harbour Commissioners* v. *Tynemouth Union* (1896, 2 Q. B. 675). The assessment committee of the Swansea Union, appearing in the name of the guardians of that union, and the overseers of the parish of Swansea appealed, and there was a cross-appeal by the harbour trustees. The main question argued was whether the occupation of the land by the trustees was so connected with the rates and dues collected on goods shipped and unshipped that it could be said that they were levied on account of the occupation of the land, or that they could not be received without an occupation of the land. The most important sections of the Act of 1854, which constituted the harbour trustees, were sections 125 and 127. The former gave the trustees a right to demand in respect of all vessels over ten tons specified rates. These dues become due on a vessel entering the harbour, and that, although the vessel never came within any portion of the land occupied by the trustees. Section 127 empowered the trustees to take rates in respect of goods loaded into or discharged from vessels lying in any part of the harbour, and one of the questions was, "Did the words 'in any part of the harbour' naturally include parts of the harbour not in the occupation of the trustees?" The court below held that harbour rates on goods and harbour rates on ships could not be taken into account in considering the rateable valuation on the hereditaments held by the trustees, as the above rates were in gross, and had no connection with the occupation of trustees' property.

Lord LOREBURN, C., in moving that the appeal and the cross-appeal be dismissed with costs, said: To the question, "Is the occupation of the land occupied by the trustees so connected with the rates and dues that it could be said they were levied on account of the occupation of the land, or that they could not be received without an occupation of the land?" the answer must be in the negative, for all those dues were leviable whether the ship or vessel did or did not enter any land in the occupation of the trustees. Much stress was laid on the words "using the pier, channel, or works" in section 16 and the words "lying or being in the channel or using the works and piers thereby authorized" in section 17. It was contended that they shewed that the harbour rates and dues thereby imposed in respect of shipping and goods were to be regarded as so connected with the lands in the occupation of the trustees as to shew that they were levied on account of that occupation: and even if that were not so, still rates and dues levied under the Act of 1854 and the subsequent Acts ought to be held to be levied on account of the occupation of the works by those Acts authorized. In his opinion neither consequence followed from the language of the enactments.

Lords ASHBOURNE, MACNAGHTEN, JAMES OF HEREFORD, and ATKINSON concurred.—COUNSEL, *Danckwerts*, K.C., and *R. Cunningham Glen*; *C. A. Russell*, K.C., and *Walter Ryde*. SOLICITORS, *Waterhouse & Co.*, for *T. W. James*, Swansea; *Stephens & Sons*, for *Talfourd Strick*, Swansea.

[Reported by ESSKINE REID, Barrister-at-Law.]

Court of Appeal.

GINGELL, SON, & FOSKETT (LIM.) v. MAYOR, &c., OF STEPNEY.

No. 1. 31st July.

MARKET—LIMITS—PUBLIC STREET—ANCIENT MANORIAL MARKET—RIGHT TO HOLD MARKET IN STREET—NEW STREETS MADE UNDER STATUTORY AUTHORITY—DEDICATION—MARKET RIGHTS—METROPOLIS IMPROVEMENT (ADDITIONAL THOROUGHFARES) ACT, 1840 (3 & 4 VICT. C. LXXXVII.), S. 20.

An ancient market was held in High-street, Whitechapel, and the evidence shewed that for some years the adjoining streets were also used for standing market carts when High-street was overcrowded. New streets adjoining High-street were constructed by a public authority under Acts passed in 1840 and 1865, and those Acts provided that the land laid open into the streets should form part of the

streets and be used by the public accordingly. After the streets were made market carts used to be placed in them on market days.

Held, by Vaughan Williams *and* Buckley, L.JJ., Fletcher Moulton, L.J., *dissenting, that the new streets were dedicated to the public subject to the market rights.*

Appeal by the defendants from the judgment of Swinfen Eady, J.; reported in (1906) 2 K. B. 468. The plaintiffs were salesmen in the hay and straw market, which was an ancient manorial market, held three days a week in Whitechapel, and the defendants were the Borough Council, who, as the successors of the trustees of the parish of St. Mary, Whitechapel, had the control of the market. The defendants, by regulations dated the 11th of May, 1904, purported to regulate the market by prohibiting (so far as material) any cart or other vehicle laden with hay or straw and using the market from standing in any street except High-street and certain back streets not adjoining High-street, called Butcher-street, Colchester-street, Plough-street and Goulston-street. The evidence showed that the market was without metes and bounds in the parish—and that it was held in the High-street, and in later years in the adjoining streets also. A new street called Commercial-street was constructed by the widening of an old street, and a part of Red Lion-street was widened and called Leman-street, both being done before 1853, by the Commissioners of Woods and Forests under the Metropolis Improvement (Additional Thoroughfares) Act, 1840 (3 & 4 Vict. c. lxxxvii.); and s. 20 of that Act, provided that "all the ground, land and hereditaments which shall be laid open into the said streets, and paved as aforesaid, shall form part of the said streets, and shall be used by the public accordingly." A street called Commercial-road was made by the Metropolitan Board of Works in 1870, under the Whitechapel and Holborn Improvement Act, 1865 (28 & 29 Vict. c. 3), and this street was partly constructed on land which before that time was private property. That Act contained a dedication section similar to section 20 of the Act of 1840. These three streets adjoined High-street. For many years the hay and straw salesmen using the market had placed their carts in the streets adjoining High-street, including Commercial-street, Leman-street, and Commercial-road. The plaintiffs, after the regulations above mentioned, placed their carts in the streets in question, and the defendants removed them. The plaintiffs brought this action for an injunction to restrain the defendants from interfering with their user of the above streets for market purposes, and for a declaration of their rights. The defendants denied that the market extended beyond High-street, and further contended that, as the new streets were dedicated to the public by statute, no market rights could be acquired therein. Swinfen-Eady, J., gave judgment for the plaintiffs. The defendants appealed.

The Court (Vaughan Williams and Buckley, L.JJ., Fletcher Moulton, L.J., dissenting) dismissed the appeal, varying, however, the declaration made by the learned judge in one particular.

Vaughan Williams, L.J., said that, in his opinion, the evidence showed that the market, though held in High-street, had always on days when High-street was overcrowded, overflowed into the adjoining streets. The plaintiffs had for years placed their carts in the streets in question and the defendants had received tolls therefor. As to Leman-street and another street which was a mere widening of an old street, it could not be successfully contended that the legislature intended to take away existing rights without compensation. Then with regard to the new streets constructed on land where there had been no highway before, but on which since their construction the market had been held without objection by the highway authority having the right to object, they ought, in his opinion, to attribute the user if possible to a legal origin, and this could be done on the principle stated by Lord Esher in *Attorney-General* v. *Horner* (14 Q. B. D. 245, at pp. 256, 258). In his opinion the appeal should be dismissed.

Fletcher Moulton, L.J., dissented. It was clear that there was an ancient market in High-street. It was a manor market. In his opinion the market was in High-street and nowhere else. In or shortly before 1853 there was a user of the adjoining streets for the market, but it was quite insufficient to justify the presumption that the market was held in them. It was idle to speak of a market by prescription when the evidence of user was as late as that. In his opinion the statutory dedication of the streets constructed under the Acts of 1840 and 1865 was an absolute dedication of those streets to the public, free from market rights, and left no power in anyone to vary that dedication. In his opinion there were no market rights over those streets, and the appeal should be allowed.

Buckley, L.J., said that the market was without metes and bounds, and was not confined to High-street. In his view of the Acts and of the evidence the market had its centre in High-street, and extended into the adjoining streets. That being so, were the streets constructed under the Acts of 1840 and 1865 subject to the market rights? They all adjoined High-street. The dedication of those streets rested not on prescription, but on statute. Leman-street was made under the Act of 1840, and was a widening and extension of an old street into which the market extended, and he understood section 20 of that Act to mean that the street was dedicated for user by the public as the other streets could be used—that was, subject to market rights. Commercial-street was not so easy of solution. But Commercial-road was more difficult still. He would therefore deal with the latter first. That road was made under the Act of 1865. It was a new street. It was no great extension of *Attorney-General* v. *Horner* to hold that when the statute dedicated the street to the public, it was a dedication to the public who were subject to market rights in streets adjoining High-street. If that were so as regards Commercial-road, *à fortiori* it was true as regards Commercial-street. He was of opinion, therefore, that the appeal should be dismissed. With regard to the declaration made by the learned judge, he did not think that the salesmen had a right to place their carts where they pleased. The trustees of the market had the right to say where the carts should go. The declaration would be varied accordingly.—Counsel, *Horace Avory*, K.C., *Walter Frampton*, and *A. E. Woodgate*; *Macmorran*, K.C., and *Courthope Munroe*. Solicitors, *Baddeleys & Co.*; *George Slade*.

[Reported by W. F. Barry, Barrister-at-Law.]

LONDON GENERAL INVESTMENT TRUST (LIM.) *v.* RUSSIAN PETROLEUM AND LIQUID FUEL CO. (LIM.). No. 2. 31st July.

Company—Debentures—Debentures Issued as Security for Loan—Payment Off of Loan—Extinction of Debentures.

Debentures issued by a company to secure a loan and deposited with the lenders are extinguished for the benefit of other debenture-holders of the same series on the payment off of the loan so as to prevent the company raising a fresh loan on the security from the same lenders, even though the debentures have continued in the custody of the lenders and have never been delivered up to the company.

This was an appeal by the defendant company from a decision of Warrington, J., who had granted an injunction to restrain the defendant company from creating, by an issue of or by charge upon any of the debentures of the defendant company specified in the writ in the action, any charge upon the property comprised in an indenture dated the 6th of January, 1903, and made between the defendant company, of the one part, and the Debenture Securities Investment Co. (Limited), of the other part, purporting to rank with regard to such property *pari passu* with the remainder of the debentures thereby secured, and from applying to the redemption of the said debentures or any of them any sum in excess of the amount now secured thereon out of the amounts which ought, under condition 7 of the said debentures, to be applied in redemption of the debentures of the said issue. The facts were as follows: In the year 1904 the defendant company issued a series of debentures for £500,000, secured by the trust deed of the 6th of January, 1903. Of these debentures, £400,000 were issued to the public and £100,000 were deposited with Messrs. Brown, Shipley, & Co. This deposit was made in the following circumstances: In December, 1904, it was agreed between the defendant company and Messrs. Brown, Shipley, & Co., that Messrs. Brown, Shipley, & Co. should accept and that the defendant company should negotiate certain bills of exchange, and that 1,000 debentures of the defendant company of £100 each, and redeemable by the defendant company at £105 and bearing interest at 5½ per cent. per annum, should be deposited with Messrs. Brown, Shipley, & Co., to be held by them as collateral security for the amount due from the defendant company to Messrs. Brown, Shipley, & Co. at the closing of the account, but such amount was not to exceed £150,000. Bills to the full amount of £150,000 were negotiated by the defendant company, who retained the proceeds thereof, and accepted by Messrs. Brown, Shipley, and Co. Payments were from time to time made by the defendant company in respect of their indebtedness to Messrs. Brown, Shipley, & Co., which had on the 20th of July, 1906, been reduced to a sum of £85,560. It appeared from an affidavit which was not before Warrington, J., that on this day Messrs. Brown, Shipley, & Co. advanced to the company the sum of £500 by placing the same to the credit of the defendant company upon a loan account, and it was verbally agreed on behalf of the defendant company with Messrs. Brown, Shipley, & Co. that the said sum of £500 should be secured by the debentures deposited with Messrs. Brown, Shipley, & Co., and thereupon the company paid to Messrs. Brown, Shipley, & Co. the sum of £85,560, leaving the sum of £500 still owing. The intention of the defendant company in leaving the said sum of £500 still outstanding was to avoid the said debentures being freed from all charges or encumbrances in favour of Messrs. Brown, Shipley, & Co. Some of the original 1,000 debentures had been redeemed by the company, but the balance of the unredeemed debentures was still retained by Messrs. Brown, Shipley, & Co., and had never been delivered up to the defendant company. The plaintiffs were holders of 440 debentures of £100 each, part of the said series of £500,000 debentures, and on behalf of themselves and all other debenture-holders they claimed that the debentures were not available in the hands of the defendant company, or otherwise, for issue or for pledging for a larger sum than the said sum of £500, and to restrain the company from issuing the said debentures or pledging them in any sum in excess of £500. Warrington, J., granted the injunction asked for. The defendant company appealed.

The Court (Cozens-Hardy, M.R., Barnes, P., and Kennedy, L.J.), dismissed the appeal.

Cozens-Hardy, M.R., said that in his view the appeal was governed by the case of *Re William Tasker & Sons (Limited)* (54 W. R. 65; 1905, 2 Ch. 587); but as he was a party to the decision in that case, the judgment in the present case would be given by the President and Kennedy, L.J.

Barnes, P., stated the facts, and said that he agreed with the view taken by the Master of the Rolls that the present case was covered by the decision in *Re Tasker & Sons (Limited)* (*supra*). His reason for considering the present case substantially the same as *Re Tasker* was what was said by the present Master of the Rolls on page 601: "As at present advised, I think a company cannot under such circumstances reissue. The reissue is in substance a fresh charge. The extinguishment of the old charge must enure to the benefit of the persons entitled to *pari passu* charges: *Fraser* v. *Jones* (5 Hare, 475, 481). But it suffices in the present case to say that the company did not profess to re-issue, and that the appellants must succeed or fail as transferees of issued debentures." And again on p. 602 he said: "It seems to me that the redemption of the debentures by payment-off of the loans must involve precisely the same consequences as if the debentures had been redeemed by payment-off of the amount due on the debentures themselves. In either case the debentures were spent, nothing was due under or in respect of them." The position in the present case was substantially that indicated in those two passages. These debentures for £100,000 were deposited for the purpose of securing a loan which exceeded

the nominal amount of the debentures. The end of the matter was that the whole of the debentures were paid off, unless it could be said that the £500 formed part of the amount for which the debentures were deposited as security. In his lordship's opinion that could not be said. The whole amount secured by the debentures, therefore, was paid off, and the debentures were dead. It had been suggested in argument that the defendant company had power to recharge the debentures with the £500. His lordship entertained the greatest doubt whether there was that power. It might well be that there was ample power to raise money by the issue of fresh debentures, but his lordship could not see that there was any power to recharge debentures with a fresh loan.

KENNEDY, L.J., was of the same opinion. His lordship thought that in affirming the decision of Warrington, J., it might have to be revised unfavourably to the present appellants, because the learned judge had treated the debentures as security for the £500 loan; but on the evidence now before the court, which was not before Warrington, J., the truth was that the £500 ought not to be treated as secured by the debentures, and the order, therefore, ought to be varied in favour of the respondents to that extent. In the present case these debentures had in fact been paid off by the paying off of the pecuniary indebtedness of the defendant company to Brown, Shipley, & Co. His lordship could not distinguish the present case and the legal considerations to which it gave rise from the case of *Re Tasker & Sons* (*supra*). The passages already read from the judgment of the Master of the Rolls in that case seemed exactly to cover the present case, and for the reasons there expressed the appeal must be dismissed.—COUNSEL, *H. Terrell*, K.C., *Eldon Bankes*, K.C., and *Carr; Bowden*, K.C., and *Kirby*. SOLICITORS, *Ashurst, Morris, Crisp, & Co; Nicholson, Graham, & Beesly*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

PHILIP *v.* PENNELL AND OTHERS. Kekewich, J. 3rd, 4th, 9th, and 24th July.

LETTERS—RIGHT TO USE—PROPERTY IN—RIGHT OF PUBLICATION—RIGHT TO PUBLISH INFORMATION DERIVED FROM CONTENTS—LETTERS OBTAINED WITHOUT PERMISSION OF THE WRITER OR HIS PERSONAL REPRESENTATIVE—INJUNCTION—QUIA TIMET ACTION.

The lawful possession of letters confers all the rights incident to property consistent with that possession, including the right to make any use of the contents which does not infringe the right of the writer or his personal representative to prohibit publication by multiplication of copies or paraphrases of the letters or extracts from them. Cases where the recipients or possessors of letters have been restrained from divulging the contents discussed.

Semble, *a breach of confidence by the recipient in regard to letters will not alone give the writer a right to relief against the use of letters by third parties in whose hands the letters may have come. Observations on relief by way of* quia timet.

Mr. and Mrs. P. having come into lawful possession of letters written by W. to third parties,

Held, that the defendants, disclaiming the right to print and publish the letters or extracts from them, were entitled to use the information contained in the letters for the purpose of writing a biography of W.

The plaintiff, Miss R. B. Philip, as the executrix and residuary legatee of the late J. A. Macneill Whistler, the well-known artist, sought to restrain the defendants, Mr. and Mrs. Pennell and the firm of William Heinemann, from printing or publishing any original letters or documents of Mr. Whistler, or the substance and information contained in those letters, and from publishing any biography expressed to be authorized or approved by Mr. Whistler or the plaintiff. The defendants by their defence disclaimed any intention to publish in the biography any letters or parts thereof written by Mr. Whistler. In the course of the action certain issues relating to the following points were ordered to be tried: 1. (*a*) Whether Mr. and Mrs. Pennell had Mr. Whistler's authority to write his biography; (*b*) whether such authority extended to the printing or publication of any of Mr. Whistler's original letters or documents; or (*c*) of the information or matters contained in such letters. 2. Whether any of the defendants had threatened or intended to publish the original letters or documents, or any of them. The arguments and the judgment upon the trial of the issues covered wider ground and referred to the right of Mr. and Mrs. Pennell to make any and what use of the letters in their possession, and whether there were any special circumstances in the case entitling the plaintiff to an injunction. In the course of hearing the action against William Heinemann was dismissed. The facts relating to the whole case appear from the judgment.

KEKEWICH, J.—There is really no doubt concerning the effect of the evidence relating to the first sub-division of the first issue. Mr. Whistler, at the suggestion of Mr. Heinemann, assented to Mr. and Mrs. Pennell writing a book on himself. It is not clear under what category the book was intended to fall, except that it was to be a book on the artist illustrated by means of his work, and therefore more or less biographical. Whether it would or would not be correctly termed a biography is immaterial. We know, however, that it was not intended to publish a "Life and Letters," and I infer that the illustration of the book by means of artistic productions tended to put aside illustration in a somewhat different sense by correspondence. Mr. Whistler went a step further than giving his assent to the book being written by Mr. and Mrs. Pennell, for he assisted them by furnishing Mrs. Pennell with a large amount of material, consisting mainly, if not entirely, of verbal communications to her, of which she took copious notes. It seems that he never gave her the originals or copies of any letters, or even communicated the contents of letters to her. I do not understand that she ever asked for any, and it must be taken that the subject of letters was not discussed. The short result is this: It is not pretended by the defendants that any authority was ever given by Mr. Whistler for the publication of any letters, but it is, I think, conclusively proved that Mr. Whistler assented to and encouraged and assisted in the compilation of a book on himself which must have been biographical, and that he may fairly and properly be said to have authorized Mr. and Mrs. Pennell to write his biography. That is the answer to the first sub-division of the first issue. From what has been already said, the answer to the second sub-division is also plain. That there was no express authority to print or publish any original letters written by Mr. Whistler is clear. No such authority can be implied from that to write his biography, though, according to custom and experience, but not necessarily, a biography is not complete without reference to correspondence. The right of the writer of a letter during his lifetime, and of his personal representative after his death, to prevent the publication of letters written by him is established, and if confronted with that, the implication of authority must be exceedingly cogent to be of any avail at all. It is certainly not to be found in permission to write a biography which may be complete without a single extract from a single letter. The second sub-division of the first issue must be answered in the negative. This brings me to the third sub-division, which presents a question of great difficulty. Mr. and Mrs. Pennell have never contested, and do not contest, the right of the plaintiff to prevent any publication in the sense of printing or otherwise multiplying copies of any letters or documents written by Mr. Whistler or any extracts from and paraphrases of such letters. What they do contend is that, having obtained possession of original letters and documents written by Mr. Whistler, or copies of them, they are entitled to give the world, through the medium of their book, such information respecting Mr. Whistler personally, his habits, character, opinions, and doings, as a study of his letters and documents affords, and they say that as long as they do this, without publishing the substance of any documents of which they are not entitled to publish the words, neither the plaintiff nor any other person can interfere with them. Whether this contention is well founded or not is the question for decision. It is said that the restricted use of letters and documents above mentioned is within the right of any one intending to publish a biography, wholly apart from the permission to write it given by the subject of the book; and, secondly, even if the right is not so extensive as alleged, yet it cannot be laid down as a general proposition that no such use at all can be made of letters and documents, and that, therefore, an injunction to prevent that which may turn out to be a lawful use ought not to be granted. The authorities are numerous and, especially *Millar* v. *Taylor* (4 Burr. 2303), interesting and instructive, but they do not directly touch the point in hand. They all recognize what has been in recent years styled the "proprietary right" of the writers of documents, including letters, and of his legal personal representatives to prohibit the publication of these documents, meaning by "publication" the multiplication of copies, and they also recognize the right of him whom I will call the possessor of the documents, though I believe he might with more accuracy be termed the proprietor, to use them in some manner short of publication. The manner of use is treated as extensive, but it is never defined, and in no case is there even laid down a rule which assists a definition, the question always being, not what else is lawful, but whether the publication is. Take, for instance, *Pope* v. *Curl* (2 Atk. 342), in which Lord Hardwicke expressed the opinion (I am quoting from *Millar* v. *Taylor* (4 Burrell, at p. 2330)) that sending a letter transferred the paper upon which it was written and every use of the contents except the liberty and profit of publication. The case about Lord Clarendon's History (*Duke of Queensberry* v. *Shebbeare*, 2 Eden 329) is another instance of a like character. There the court was of opinion (I am again quoting from *Millar* v. *Taylor*) that Mr. Francis Gwyn might make every use of the manuscript entrusted to him except the profit of multiplying in print. The case of *Gee* v. *Pritchard* (2 Swanst. 402) is really another of the same class. The Lord Chancellor in granting an injunction against the publication of letters recognizes the distinction between other use which is lawful and the use by publication which is unlawful, but only to contrast one with the other and to insist on the illegality of publication. Having regard to the subject-matter of that case and to the Lord Chancellor's observations, I think that it must be taken that he intended what he said to apply to letters as well as to a book. There is another and entirely different class of cases, of the right to prohibit publication dependent not on proprietary right, but upon a confidential relation between the writer and the person attempting to use the letters, which confidential relation it is obvious may, and generally would, make unlawful not merely the publication of the letters, but any communication of their contents to third persons. To this class belong *Pulin* v. *Gathercole* (1 Coll. 565), the cases the orders in which are given in Seton, vol. 1, p. 684, and many others, including, of course, *Prince Albert* v. *Strange* (1 Mac. & G. 25). Here I am not affected by any question of confidence. No letters were given by Mr. Whistler himself to Mr. and Mrs. Pennell, and as regards those which have been obtained from other persons I cannot see that any confidential relation subsists between Mr. and Mrs. Pennell and the plaintiff. Even assuming that some of these letters were in the hands of persons who could not communicate them without breach of confidence, which would give the plaintiff a cause of action against them, yet I fail to understand how that alone would give the plaintiff a right to prohibit Mr. and Mrs. Pennell from using the letters or their contents if handed over or communicated to them. It cannot be said that confidence runs with the letters. I must not be understood to extend this opinion to letters obtained by fraud or otherwise improperly, and any case of that kind would have to be considered separately and in view of the particular circumstances. There was a suggestion that

Mr. and Mrs. Pennell had obtained some letters improperly, but I do not think that is justified by the facts, though some of their communications with persons from whom they hoped to obtain letters were wanting in accuracy of language, and for that reason were open to criticism. [After referring to other classes of cases, the learned judge continued:] This brings me to the question whether the use of Mr. Whistler's letters, whether written to themselves or to others, which Mr. and Mrs. Pennell propose is a lawful purpose or not. On behalf of the plaintiff it is urged that the solution in each instance depends on the writer's intention. I doubt whether that is a satisfactory test, but perhaps no better can be found. To inquire into intention you must either inquire whether the writer intended his letter to be used in a particular manner or whether he intended that it should not thus be used. The two run into one another and will be treated for practical purposes as one. I adopt the proposition that a man writing a letter not marked, or appearing on the face of it to be confidential, to a member of a family, necessarily contemplates, and must be taken to permit that the contents of the letter shall be communicated or the letter itself read to the family assembled round the breakfast table, and that permission must, I think, extend to common friends gathering at a club or elsewhere. But this is only a small step towards the solution of the larger question. According to the ordinary habits of men a letter written for no special purpose and on no special occasion is generally written without any intention as regards ultimate use after many years have elapsed and the writer has been removed from the rank of living correspondents. What shall be done with such letters when the writer has ceased to have any personal interest in them is really not in his contemplation, and as a general rule it would be extremely difficult, if not absolutely impossible, to form any conclusion respecting his intention from the letters or the circumstances under which they were written. It may be assumed that the writer does not intend to have communicated even at the breakfast table a letter of libellous character, and it would be easy to add hypothetical cases falling within the same category. But why should a man intend or wish that letters telling of his own habits of life and giving his opinions on current topics of the day or on more serious matters, political, social, or religious, shall never see the light, shall never be used by his friends, admirers, or the world at large for learning what his habits, opinions, and views were, never be employed to assist others to follow his example or to pursue and bring to maturity thoughts which crossed his mind? It is a recognized duty of every man, and more especially of a successful man in any profession, to make his life and experience useful to others, and it would be inconsistent with this to hold that a writer of letters must be presumed to have intended that those letters should not be used at some time or other on a proper occasion and in a proper manner towards that end. The legal right of prohibition, may, no doubt, intervene to prevent that from being fully done, but if it can be done in part without contravening that legal right, why should the law invent a new rule to interfere with a useful result? I have put the inquiry in general terms, but it is particularly applicable to the case of Mr. Whistler, who is spoken of on both sides as not only an artist, but an artist who loved art and anxiously desired to promote it. He not only knew of Mr. and Mrs. Pennell's intention to write a book on him, not merely assented to their doing so, but furnished them with materials for the purpose, and the inference that he intended them to make the book as complete as possible is extremely strong. I cannot believe that in the fulfilment of their task he wished to preclude them from referring to letters written to or by him which would necessarily throw light on his character, habits, and opinions, and be of invaluable assistance in enabling them to bring their task to a successful conclusion. It must, of course, be done within the limits allowed by law, but within those limits their liberty is large. If, however, the true view is that no intention on the part of Mr. Whistler can properly be inferred, or if intention on his part really does not affect the question, which is my own opinion, we are thrown back on the position that there is no authority against any use of letters except publication, and that so far as authority goes it is in favour of any use with that exception. There is no warrant for extending the proprietary right to prohibit publication, and so far as there is no rule of law of general application or created by special circumstances to affect that result, it seems to me that possession of a letter ought to be treated as conferring all the rights incident to property. It is urged on behalf of the plaintiff that she had not seen the letters proposed to be used, and that, except for the profession of the defendants, she does not know how they may be used. This means, I understand, that there is some possibility or even probability or danger that letters will be improperly used and that, the mischief once done, the plaintiff will be without redress. That she will be without redress in that case is conceded, for damages would be no adequate remedy, but I am not otherwise impressed with the argument. The plaintiff is not entitled to an injunction against the use of the letters because she fears that an improper use will be made of them unless she can establish the grounds for such fear. I had occasion, many years ago, to consider under what circumstances a *quia timet* action is maintainable, and I said all that occurred to me as useful in *McMurray* v. *Cadwell* (6 T. L. R. 76). I do not propose to refer to the subject further than by remarking that if I could foresee accidents as almost inevitable, I should be disposed to prevent them by enjoining conduct which would give occasion for them. As already stated, Mr. and Mrs. Pennell have frankly admitted the proprietary right of the plaintiff to prohibit the publication of the letters, and this extends to extracts and paraphrases. They avow their intention to use the letters only for the purpose of enabling them to tell the story of the man whose biography they are writing. I do not see any reason for not giving credit to Mr. and Mrs. Pennell for whole-hearted honesty in fulfilling their intentions thus plainly expressed. It is clear on the pleadings and evidence that Mr. and Mrs. Pennell did not threaten or intend to publish the letters or documents. Sub-divisions (*b*) and (*c*) of the first issue raise questions which have not been argued and do not require decision. I am quite prepared to answer both in the negative but that will not advance matters much. My decision is that Mr. and Mrs. Pennell are entitled to do what they propose entirely without any express or implied authority for the purpose.

Upon further argument as to the terms of the order upon trial of the action, the learned judge said that the plaintiff was entitled to have the order prefaced with a declaration that the defendants were not entitled to publish the letters or documents or extracts therefrom or paraphrases thereof, the action to be dismissed with costs.—Counsel, *Montague Lush*, K.C., *Stewart Smith*, K.C., and *Mackinnon*; *Scrutton*, K.C., and *Roland Whitehead*; *P. O. Lawrence*, K.C., and *Owen Thompson*. Solicitors, *Watkin-Williams, Gray, & Steel*; *Radford & Frankland*; *Lewis & Lewis*.

[Reported by A. S. Orrê, Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* **LONDON JUSTICES.** *Ex parte* **SOUTH METROPOLITAN GAS CO.** Div. Court. 26th July.

Rating—Decision of Quarter Sessions Dismissing Appeal—Allegation That One of the Justices was Disqualified by Interest or Possibility of Bias—Certiorari.

The court discharged the rule, holding that the alleged disqualification of the justice to sit as a member of the court of quarter sessions did not come within the rule laid down in Allinson *v.* General Medical Council (1894, 1 *Q. B.* 750).

This was a rule *nisi* obtained at the instance of the gas company, calling on the justices for the county of London to show cause why a writ of *certiorari* should not issue to remove into this court a judgment of the court of quarter sessions for the county of London on an appeal by the applicants against their assessment in various districts represented by the Greenwich, Woolwich, and Bermondsey Assessment Committees. The appeal was heard on seven days and unanimously dismissed with costs. The ground upon which the rule was obtained was that during the trial it was discovered that one of the justices who formed the court, a Mr. Willoughby, was chairman of a London Assessment Committee. After the appeal was dismissed the appellant took objection to the jurisdiction of the court on the ground that this justice was disqualified by interest or possibly by bias, owing to his being chairman of the Holborn Assessment Committee, which, however, was not a party to the appeal, nor had the South Metropolitan Gas Co. any property in that part of London. In shewing cause against the rule it was said that the right to object had been waived, and that the objection on the ground of possible bias was not one of substance, and the following cases were referred to: *Reg.* v. *Suffolk Justices* (*Estates Gazette*, May 19, 1906), *Reg.* v. *Handsley* (8 Q. B. D. 383), *Reg.* v. *Cumberland Justices* (52 J. P. 503), *Allinson* v. *General Medical Council* (1894, 1 Q. B. 750), *Reg.* v. *Richmond Justices* (8 Cox, 316). In support of the rule it was contended that a reasonable litigant would suspect an unconscious bias, and that this was sufficient, and that there could be no waiver without knowledge. *Reg.* v. *Cheltenham Commissioners* (1 Q. B. 475), *Reg.* v. *Great Yarmouth Justices* (8 Q. B. D. 525), *Leeson* v. *General Medical Council* (43 Ch. D. 366) were cited.

Bray, J., said the court was asked to make absolute the rule obtained. It was admitted that the justice had no pecuniary interest except as ratepayer, and the rule was not asked for on that ground. He would take the test laid down in *Allinson* v. *General Medical Council* as the test the Court ought to apply, namely, that justice should be administered by persons who could not reasonably be suspected of being biassed. Viewing all the circumstances of the case his lordship thought that ground failed. But there was another ground put forward in the affidavits. It was said it would be this justice's duty to consider objections by another gas company, and he would, therefore, have to consider and decide questions of that kind, and would not be fit to decide such a question as he adjudicated upon here. That contention was entirely disposed of by *Reg.* v. *Suffolk Justices* (*supra*).

A. T. Lawrence, J., concurred. Rule discharged.—Counsel, *Avory*, K.C., and *Tyrell Paine*; *Danckwerts*, K.C., and *Walter Ryde*; *Avory*, K.C., and *Harper*; *Sir R. Littler*, K.C., and *Marshall*, K.C.; *Cripps*, K.C., *Avory*, K.C., and *Cox-Sinclair*. Solicitors, *Beal & Son*; *Budd, Johnson, & Jecks*; *F. Ryall*; *Saw & Sons*; *E. W. Sampson*.

[Reported by Eskine Reid, Barrister-at-Law.]

FIELD AND OTHERS *v.* **THE RECEIVER FOR THE METROPOLITAN POLICE DISTRICT.** Phillimore and Bray, JJ. 14th May; 29th July.

Riot—What Constitutes—Riotously and Tumultuously Assembling Together—Riot (Damages) Act, 1886 (49 & 50 Vict. c. 38), s. 2 (1).

There are five necessary elements of a riot—(1) *number of persons, three at least;* (2) *common purpose;* (3) *execution or inception of the common purpose;* (4) *an intent to help one another, by force if necessary, against any person who may oppose them in the execution of their common purpose;* (5) *force or violence not merely used in demolishing, but displayed in such a manner as to alarm at least one person of reasonable firmness and courage.*

This was an appeal from the county court in an action to recover damages for injury done to a wall by certain youths. The action was brought under section 2 (1) of the Riot (Damages) Act, 1886 (49 & 50 Vict. c. 38), which provides that: "Where a house, shop, or building in any police district has been injured or destroyed, or the property therein has

been injured, stolen, or destroyed, by any persons riotously and tumultuously assembled together, such compensation as hereinafter mentioned shall be paid out of the police rate of such district to any person who has sustained loss by such injury, stealing, or destruction. . . ." The facts of the case were that about 9 p.m. on the 30th of October last seven or eight youths of ages from fourteen to eighteen years were upon the pavement in a London street shouting and using rough language, some of them standing with their backs against the wall, others running against them or against the wall with their hands extended, and that after they had gone backwards and forwards in this way for about a quarter of an hour the wall fell with "a splash." It was a 9in. wall toothed into a house, of considerable length, and enclosing a yard. About 12ft. to 13ft. fell. As soon as it fell the caretaker of the premises came out into the street and the youths cleared off in different directions. There was evidence that the neighbourhood was a rough one, and that doors, windows, shutters, and water and gas fittings have been at other times destroyed, and people frightened. The youths were described as "congregated together" and as appearing to be acting together. The county court judge found that the wall was a "building," and held that it was destroyed by "persons riotously and tumultuously assembled together," giving judgment for the plaintiffs for £3 10s. On appeal

THE COURT (PHILLIMORE and BRAY, JJ.) gave a considered and written judgment, which, after mentioning the facts, enumerating and reciting passages from the authorities, proceeded as follows: From these passages we deduce that there are five necessary elements of a riot: (1) number of persons, three at least; (2) common purpose; (3) execution or inception of the common purpose; (4) an intent to help one another, by force if necessary, against any person who may oppose them in the execution of their common purpose; (5) force or violence not merely used in demolishing, but displayed in such a manner as to alarm at least one person of reasonable firmness and courage. In this case element No. 1 was present. As to elements Nos. 2 and 3, there was evidence upon which the learned judge could have found their existence, though, as far as we can judge from the notes of the evidence and without seeing the witnesses, we think we should not have found the same way. But as to elements Nos. 4 and 5 there is no evidence. The youths ran away as soon as the single caretaker came forward; there is no reason to suppose that they would have resisted if he had come forward earlier and required them to desist. It is true that the caretaker's wife was frightened by the noise of the falling wall, but no one says that he was alarmed by the youths, though the witness may have been frightened by other youths on other occasions. Nor was the conduct of the youths such as would be calculated to alarm persons of reasonable firmness and courage. We cannot hold that there was a riot. The appeal must be allowed, and judgment must be entered for the defendants, with costs here and below.—COUNSEL, *Clavell Salter*, K.C., and *Cecil Walsh*; *Horace Avory*, K.C., and *J. Roberts*. SOLICITORS, *Huntly & Son*; *Ellis & Ellis*.

[Reported by C. G. MORAN, Barrister-at-Law.]

REX v. GOVERNOR OF BRIXTON PRISON. *Ex parte* **CALBERLA.**
Div. Court. 30th July.

EXTRADITION—GERMAN SUBJECT—SENTENCE OF FOUR YEARS—IMPRISONMENT CAUSING DANGER TO LIFE—"DISCHARGED" FROM HOSPITAL—PERIOD OF FREEDOM—AFTER PERIOD OF SENTENCE HAD EXPIRED PRISONER CALLED ON TO RETURN AND DO THE REST OF HIS TERM OF IMPRISONMENT—GERMAN CRIMINAL CODE, 1872, ARTS. 4, 5.

C. was convicted in May, 1903, *in the German courts of offences which would have amounted to larceny under section* 76 *of the Larceny Act*, 1861, *and was sentenced to four years' imprisonment, which in the ordinary course of events would have meant his release at the end of* 3½ *years. He served part of his sentence, became very ill and was sent into hospital, and was "discharged" from hospital in February*, 1905. *In October*, 1905, *C. was called upon to complete his period of imprisonment under the sentence, as he was then well again. In March*, 1907, *application was made for his extradition.*

Held, that there was no sufficient cause shewn why the order for extradition should be set aside, and therefore the rule must be discharged.

In this case a rule *nisi* had been granted calling upon the governor of Brixton Prison to shew cause why the applicant, Julius Alexis Calberla, who was detained under an extradition order, should not be set at liberty. The rule was obtained on the following grounds: (1) That before the demand for extradition was made the applicant had been lawfully and by competent authority discharged from custody under the sentence; (2) that the convictions were not convictions in respect of extradition crimes; and (3) that if one of the crimes was an extradition crime, then he had suffered the sentence in respect of it by actual imprisonment for two and a half years. The applicant was convicted at the Grand Ducal Court of Oldenburg on the 22nd of September, 1902, of (1) misappropriation of several sums of money, (2) obtaining a loan to a firm in which he was interested by false pretences, (3) misappropriation of money belonging to a widow entrusted to him to invest. He was sentenced to four years' imprisonment from the 11th of May, 1903. On the 21st of October, 1903, the applicant became ill, and was sent to a hospital, where he remained till February, 1905, when he was discharged under the provisions of the Criminal Procedure Ordinance, s. 487 (2), because further execution of the sentence caused apprehension of imminent danger to his life. In October, 1905, he was called upon to complete his sentence, as there was then no imminent danger to his life. A warrant was issued by the court at Oldenburg on the 15th of November, 1905, and an application for his extradition made on the 11th of March, 1907.

Lord ALVERSTONE, C.J., in giving judgment, said the sentence of four years was in this case to be taken as imprisonment for three and a-half years and the sentence in ordinary circumstances would have expired some time in 1906. The applicant had been convicted on three counts, and from the judgment of the German court there was abundant evidence that he had committed an offence under section 76 of the Larceny Act, 1861, of converting to his own use money entrusted to him as an agent. As to the money entrusted to him by the widow, his lordship at first had some little doubt whether this charge did not fall within the decision of *Reg.* v. *Newman* (8 Q. B. D. 706), but on the facts he thought that present case was clearly distinguishable from that case. Whether the word "discharged" in the order of release from hospital was the right translation or not, it was clear that it could not mean discharge from punishment in the sense that he was not to be answerable to the law. By article 5, "extradition shall not take place, if subsequently to the commission of the crime, or of the institution of the penal prosecution or the conviction thereon, exemption from prosecution or punishment has been acquired by lapse of time according to the law of the State applied to." It was said that the sentence expired in November, 1906, or May, 1907, and that article 5 prevented this order being made. The question was whether the fact that the whole of the punishment must be served within the period of the sentence counting from the date of the sentence constituted an exemption from punishment acquired by lapse of time according to English law. His lordship thought it did not. Our system of law did not allow a man to be confined in punishment except within certain periods. If a man on ticket-of-leave committed an offence he was sent back to prison to undergo a new punishment for a period equivalent to the remainder of his sentence in addition to the sentence for the fresh offence. It would seem, therefore, that an English sentence could only be carried out within the specified time of the sentence, and therefore a man let out of prison on ticket-of-leave was not an example of exemption from punishment acquired by lapse of time, and there was nothing in the English law to exempt this man from punishment. The German law therefore applied to the present case, under which he was liable to serve the rest of his sentence when his health permitted. There being no sufficient cause shewn why this order for extradition should be set aside, the rule would be discharged.

DARLING and PHILLIMORE, JJ., concurred. Rule discharged.—COUNSEL, *Sir John Walton*, K.C., A.G., and *Rowlatt*; *J. P. Grain* and *Sands*. SOLICITORS, *The Treasury Solicitor*; *Herbert Oppenheimer*.

[Reported by ERSKINE REID, Barrister-at-Law.]

WILSON v. CARNLEY. Commissioner Lord Coleridge, K.C. 31st July.

PROMISE OF MARRIAGE—PROMISE BY MARRIED MAN—PROMISE TO TAKE EFFECT ON DEATH OF WIFE—BREACH—CONTRACTS CONTRARY TO PUBLIC POLICY—RIGHT TO SUE FOR DAMAGES.

The defendant promised to marry the plaintiff on the death of his wife, the plaintiff knowing at the time the promise was made that the defendant was a married man. The wife died, but the defendant refused to keep his promise, and the plaintiff brought this action claiming damages. The jury found for the plaintiff with £100 *damages.*

Held, that such a promise was not illegal, and that the plaintiff was entitled to judgment.

Further consideration. The plaintiff claimed damages for breach of promise of marriage. The promise was alleged to have been made in 1894, when the defendant was to the knowledge of the plaintiff a married man, and to have been ratified in 1897. The promise was to take effect upon the death of the wife, which occurred in January, 1906. The defendant refused to marry the plaintiff, and the action was then brought. On the 3rd of June, 1907, the question whether such a promise, if made, was not void as being contrary to public policy was argued as a point of law before Channell, J., and he declined to lay down any absolute rule that such a promise was illegal, and the case accordingly proceeded to trial. The case before Channell, J., is reported 23 Times L. R. 578. The trial of the action took place at Lincoln Assizes before Commissioner Lord Coleridge, K.C., early in July. The jury found for the plaintiff on her claim and assessed the damages at £100, and they awarded the defendant one farthing on his counterclaim for libels and an injunction to prevent the plaintiff from repeating them. His lordship reserved judgment on the claim, but gave judgment for the defendant on the counterclaim.

Lord COLERIDGE, in giving judgment, said this was a case in which immoral intercourse had taken place both before and after the promise of marriage. There was no seduction in consideration of the promise, and therefore this was not a case of a contract for corrupt consideration and *contra bonos mores*. It must be void, if at all, as inconsistent with public policy—to use the words of Pollock, C.B., in *Millward* v. *Littlewood* (5 Ex. 775)—as "inconsistent with that affection which ought to exist between married persons." That case, however, and also the case of *Wild* v. *Harris* (7 C. B. 999), were not in point, as the recipient of the promise was not in either of those cases aware, when the promise was made, that the other party was married, whereas in the present case the plaintiff was fully aware that the defendant had a wife living. The point had never been directly decided. It was clear, however, that the tendency of modern decisions was to scrutinize most closely any attempt to enlarge the class of contracts void in law as being against public policy. In face of the absence of direct authority and of this tendency, he shrank from holding as a bare proposition of law that such contracts were void, and he therefore gave judgment for the plaintiff on her claim for £100 and costs. The defendant had counter-claimed damages for libel. The jury awarded him one farthing. In his view they were contemptuous damages, and if there had been nothing further he should have deprived the defendant of his costs. But it was argued that having obtained an injunction, as well as the damages of one farthing, he was entitled to his costs. He had so held at the trial, being under the impression that he had no discretion in the matter. He had since looked into the authorities and he found that this view was wrong, and in the exercise of his discretion he

gave judgment for the defendant on his counter-claim, and granted the injunction, but without costs. Stay of execution on usual terms granted. —Counsel, *H. A. McCardie; Hugo Young*, K.C., and *T. H. Walker*. Solicitors, *Collyer, Bristowe, & Co.*, for *Loy*, Alford; *Richard Brooks*.

[Reported by Erskine Reid, Barrister-at-Law.]

Legal News.

Changes in Partnerships.

Dissolution.

Francis Montague Spencer Lewin and Thomas Arnold Kirkham, solicitors (Lewin & Co.), 32, Southampton-street, Strand, London. Aug. 1. All debts due to and owing by the said late firm will be received and paid by the said Thomas Arnold Kirkham, who will continue the said business under the present style or firm of Lewin & Co. [*Gazette*, Aug. 13.

General.

The Lord Chief Justice entertained the superintendent and a number of the members of the Royal Courts of Justice staff at his country house at Cranleigh, near Guildford, on the 9th inst. Cricket, bowls, quoits, and other outdoor sports were provided, and Lord Alverstone personally looked after the comfort of his guests.

On the 9th inst. the Royal Assent was given to the following Acts: Finance, Matrimonial Causes Act Amendment, British North America, Employment of Women, Leeds (South Parade Chapel) Charity, Kingswood (Whitfield Tabernacle School Room, &c.) Charity, Longton (Caroline-street Chapel) Charity, and to several private and Provisional Order Confirmation Acts.

The Chancellor of the Exchequer, says the *Daily News*, in appointing Mr. Robert Chalmers, C.B., one of the Assistant Secretaries to the Treasury, to the important position of Chairman of the Board of Inland Revenue, has done so with a view to the comprehensive inquiry which he proposes to institute before long into the whole working of Somerset House. Mr. Chalmers will enter upon his duties in the course of the ensuing autumn, and it will depend to a large extent upon the advice which he may be in a position to tender how the Chancellor will arrive at his decision in regard to the form which the inquiry is to take. The more general view is that this will be by Royal Commission, all the investigations which have been conducted in recent years into the working of the Board of Inland Revenue having been by means of departmental committees.

In reply to a question by Mr. Akers-Douglas whether the statements and materials furnished by Sir Arthur Conan Doyle in connection with the Edaljí case, which were submitted to the Attorney-General, had been considered by the Attorney-General; and, if so, with what result, Mr. Gladstone replied that the statements and materials referred to were submitted by Sir Arthur Conan Doyle as disclosing a case against a person whom he suspected of having been concerned in the cattle-maiming outrages of one of which Mr. Edalji was convicted, and also of having been the author of certain anonymous letters which have been attributed to Mr. Edalji. The Attorney-General and Sir Charles Mathews had advised that these statements and materials disclosed no case even of a *primâ facie* character against the individual indicated by Sir Arthur Conan Doyle, and that no action could be taken thereon.

Several old local courts, says the *Globe*, have managed to survive the numerous changes in our legal system. There is the Court of Passage at Liverpool, the Tolzey Court at Bristol, the Court of Pleas at Preston, and the Court of Record of Salford. Against the last-named tribunal, a threat of abolition has been launched. Its procedure is said to be cumbrous and costly, and the transfer of its business to the local county court is recommended. The ancient court is not, however, without its defenders. They claim, not without good cause, that it affords better facilities than the county court for the speedy recovery of small debts. The Salford Hundred Court is, indeed, likely to illustrate the truth of the saying as to the longevity of threatened institutions. The Manchester County Court is so overcrowded with work that it would be positively choked with arrears if the business of the Salford Court of Record were to be transferred to it.

Lord Eversley presided over the monthly meeting of the executive committee of the Commons and Footpaths Preservation Society, held on the 8th inst. at 25, Victoria-street, Westminster. It was resolved, upon the motion of Lord Eversley, seconded by Sir Robert Hunter: "That this society, being greatly impressed by the great benefits which would flow from the passing into law of the Rights of Way (No. 2) Bill and the Advertisements Regulation Bill—benefits which would operate especially in rural districts by preserving those field-paths which are so largely used by the labouring population, and preventing the disfigurement of the country-side—and hearing that the Advertisements Regulation Bill has passed through all its stages in both Houses, and only requires the consent of the House of Commons to amendments made at the instance of the promoters in the House of Lords, while the Rights of Way Bill passed through the Grand Committee with the warm approval of members of all parties, earnestly begs the Prime Minister to give those advantages in procedure to both measures which at this period of the Session are necessary to enable the Bills to be considered on their own merits." A communication was read from Mr. Haldane, M.P., stating that the War Office, after considering the report of the society's solicitor, Mr. Percival Birkett, upon the legal position of Eltham-common, had decided to abandon its proposal to erect officers' quarters upon the common. It was also reported that the Birkenhead Corporation had agreed to the insertion of a clause in their Water Bill, now before Parliament, limiting their powers of acquisition to an easement only over common land in the county of Denbigh, to be utilized for reservoirs and pipes. The secretary, Mr. Lawrence W. Chubb, stated that during July upwards of fifty fresh cases of interference with footpaths and commons had been referred to the society for advice and assistance.

Death.

Green.—On the 12th instant, at Havercroft, Worthing, Melvill Green, in his 71st year.

Winding-up Notices.

London Gazette.—Friday, Aug. 9.

JOINT STOCK COMPANIES.

Limited in Chancery.

Cooper, Walton, & Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Sept 16, to send their names and addresses, and particulars of their debts or claims, to Andrew Norman Dudley Smith, 26, Shaftesbury av, liquidator

Derby and District Photographic and General Supply Co, Limited—Creditors are required, on or before Sept 25, to send their names and addresses, and the particulars of their debts or claims, to Lewis Wilberforce Wilshire, 24, The Strand, Derby, liquidator

Mackie & Co, Limited (in Liquidation)—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Frederick Cooper and Thomas E. Gibson, Guardian Office, Warrington, liquidators

Rossendale Belting Co, Limited—Petn for winding up, presented Aug 3, directed to be heard at Quay st, Manchester, Aug 19 at 10 Addleshaw & Co, Manchester, agents for Greaves & Greaves, Ivegate, Bradford, solors for petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 18

London Gazette.—Tuesday, Aug. 13.

JOINT STOCK COMPANIES.

Limited in Chancery.

Giles, Phillips, & Co, Limited—Creditors are required, on or before Sept 21, to send their names and addresses, with particulars of their debts or claims, to Herbert William Freshwater, 48, Corn st, Bristol

Herbert K. Selman, Limited (in Liquidation)—Creditors are required, on or before Sept 25, to send their names and addresses, and the particulars of their debts or claims, to George Hadlee, 133, Lansdowne rd, Seven Kings, Ilford, liquidator

Indian Mines Development Syndicate, Limited (in Liquidation)—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, 6, Queen st pl. Lyne & Holman, Gt Winchester st, solors for liquidator

Menzies Alpha Leases, Limited (in Liquidation)—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Joseph George Coldwells, 348, Winchester House, Old Broad st. Burn & Berridge, Old Broad st, solors for liquidator

Motor Trading and Contract Corporation, Limited—Pe'n for winding up, presented Aug 13, directed to be heard before Pickford, J, on Aug 21 W & W Stocken, Lime st sq, solors for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 20

Palestine Wine and Trading Co, Limited—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to Harry Brazell, 11, Bevis Marks. Oppenheimer, Finsbury sq, solor for liquidator

Samson Valentine, Limited—Creditors are required, on or before Sept 30, to send in their names and addresses, and the particulars of their debts or claims, to Mr H Levy, 4, Hall st, Manchester, liquidator

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Tuesday, Aug. 6.

Bebb, John, Redruth, Cornwall, Boot Maker Aug 21 Walters, Camborne, Cornwall

Bowerman, George, St Leonards on Sea Sept 7 Slack & Co, Queen Victoria st

Burgess, James William, Cheverton rd, Whitehall Park Oct 2 S W H & S Patey, Finsbury sq

Burrell, Matilda, Hastings Sept 10 Morgan, Hastings

Cadman, James, Moss Side, Manchester, Cotton Manufacturer's Agent Aug 31 Kerr & Howarth, Faulkner st, Manchester

Carter, George, Old Kent rd, Hatter Sept 21 Tilling, Devonshire chmbrs, Bishopsgate

Chappell, William Henry, Castleton, Mon, Baker Sept 13 Lloyd & Pratt, Newport, Mon

Charrington, Marian, Englefield Green, nr Egham Sept 16 Druces & Attlee, Billiter sq

Church, Joseph Fenn, Long Sutton, Langport, Somerset, Farmer Sept 10 Barton & Co, Gt St Helens

Cook, Alexander Charles, Soothill, Yorks, Commission Agent Sept 12 Brearley & Son, Batley

Coupland, Isabella, Ramsbottom, Lancs Sept 2 Wild, Ramsbottom

Cullimore, Jacob Henry George, Switzerland Sept 1 Pontifex & Co, St Andrew st, Holborn circus

Dreschfeld, Julius, Manchester, Physician Aug 31 Dunderdale, Manchester

Emerson, Mary, Chester, Tinsmith Sept 1 Evans, Chester

Fieldwick, Amy Florence, West Ealing Sept 10 Budd & Co, Austin friars

Forwood, William Frederick, Gloucester gdns, North Kensington Sept 5 Taylor & Co, Gresham st

Hamilton, Egerton, Streetbridge, Royton, Lancs, Innkeeper Aug 31 Shaw, Oldham

Hardcastle, Elizabeth, Huddersfield, Confectioner Aug 31 Armitage & Co, Huddersfield

Higgin, William, West Didsbury, Lancs Sept 14 Lawson & Co, Manchester

Jones, Ellis, Carnarvon, Provision Merchant Sept 1 Ellis & Co, Carnarvon

Jones, Ellis, Bethesda, Carnarvon, Grocer Sept 1 Ellis & Co, Carnarvon

Jones, Josiah Owen, Ynistangiwys, Clydach, Glam Sept 2 R & C B Jenkins, Swansea

King, Ernest Edward, Ludlow, Salop, Surgeon Sept 10 Phelps & Keeling, Birmingham

Knights, Mark Gilbert, Mansfield, Notts, Accountant Sept 1 Blyth, Norwich

Lambert, Elizabeth Bock, John st, Berkeley sq Aug 29 Asprey, Lincoln's inn fields

Lee, George Frederick, Leicester Sept 29 Lee, Nottingham

Lovejoy, Henry, Totteridge, Herts, Farmer Sept 30 Sweetland & Greenhill, Cullum st, Fenchurch st

Mayer, Helen Isabella, Hendon Aug 24 Upton & Co, Austin friars

MOORE, EVELYN GORDON, Maberley rd, Upper Norwood Sept 8 Finch & Turner, Cannon st
MORSON, CUTHBERT FARRER, Sunderland, Coal Owner Aug 31 Burnicle & Morton, Sunderland
MOXHAY, ALFRED CHARLES BRADSHAW, Risingholme Park, Wealdstone, Bank Clerk Sept 9 Tatham & Lousada, Old Broad st
O'HAGAN, THOMAS, Lancaster gate Sept 24 Hargraves, Abchurch ln
POLE, ELLEN, Church rd, Upper Norwood Sept 29 Minet & Co, King William st
PROSSER, THOMAS, Aberaman, Aberdare, Glam, Grocer Sept 4 Thomas, Aberdare
PYRAH, JOHN, Woodside, Huddersfield, Timber Merchant Aug 31 Armitage & Co, Huddersfield
ROGERS, SYDNEY JANE, Darlington Sept 2 Laidler, Darlington
SIMPSON, JOSEPH, Newmarket, Builder Sept 1 D'Albani & Ellis, Newmarket
SMITH, GEORGE STAPYLTON, Rotherham Sept 7 C H Moss, Moorgate st, Rotherham
SULLY, GEORGE BRYANT, Burnham, Somerset Sept 3 Barham & Watson, Bridgwater
TALLERMAN, PHINEAS, Warnford ct Sept 9 Tatham & Lousada, Old Broad st
TOWNEND, JAMES HAMILTON, Florence rd, Ealing, Solicitor Sept 30 Sawbridge & Son, Aldermanbury
WARD, EMMA CATHERINE, Lichfield grove, Church End, Finchley Sept 9 Tylee & Co, Essex st, Strand
WOODHOUSE, THOMAS, Rotherham Sept 7 W H Copley, Moorgate st, Rotherham
YATES, SARAH, Walkden, nr Manchester Sept 14 Ogden, Manchester

Bankruptcy Notices.

London Gazette.—TUESDAY, Aug. 6.

FIRST MEETINGS.

ADDIS, ALBERT, Tredegar, Bespoke Tailor Aug 14 at 11.40 Off Rec, 144, Commercial st, Newport, Mon
BALL, FRANK, Welldon cres, Harrow, Builder Aug 19 at 11.30 Bankruptcy bldgs, Carey st
BALL, GEORGE LEWIS, Greenhill rd, Harrow, Builder Aug 19 at 11 Bankruptcy bldgs, Carey st
BRAUN, GEORGE LEON, High st, Peckham, Colour Merchant Aug 19 at 1 Bankruptcy bldgs, Carey st
CLEGG, SARAH JANE, Burnley, Fancy Draper Aug 14 at 11 Off Rec, 14, Chapel st, Preston
CRAIG, FREDERICK CHARLES, Seaham Harbour, Durham Aug 15 at 3 Off Rec, 3, Manor p', Sunderland
CROWE, EDWARD SAMUEL, Norwich, Coal Merchant Aug 14 at 12 Off Rec, 8, King st, Norwich
GINGRE, JAMES, Rowfant rd, Balham, Butcher Aug 14 at 11.30 132, York rd, Westminster Bridge
GUTWIRTH, LEISER, Hatton gdn, Diamond Broker Aug 19 at 12 Bankruptcy bldgs, Carey st
HALFORD, JOHN BENJAMIN, Wednesbury, Staffs, Coach Smith Aug 14 at 11 Off Rec, Wolverhampton
JASON, JOHN ROBERT, Tremadoc, Platelayer Aug 15 at 11.30 Crypt chmbrs, Chester
JENKINS, JOHN, George Town, Tredegar, Painter Aug 14 at 11 Off Rec, 144, Commercial st, Newport, Mon
LORD, JOHN WILLIAM, Halifax, Draper Aug 15 at 11 County Court House, Prescott st, Halifax
LUCK, THOMAS INGRAM, Shalford, nr Guildford, Builder Aug 15 at 11 132, York rd, Westminster Bridge
LYON, EDWIN SIDNEY, Tilehurst, Berks, Grocer Aug 14 at 12 Queen's Hotel, Reading
MCKAY, JAMES, Clacton on Sea, Builder Aug 15 at 2 Grand Hotel, Clacton on Sea
MATTHEWS, JAMES, Crewe, Coal Merchant Aug 14 at 12 Off Rec, King st, Newcastle, Staffs
RANSLEY, JAMES HERMAN, Chandlersford, Hants, Grocer Aug 14 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton
ROBERTS, GEORGE CYFFIN, Llanduino, Builder Aug 15 at 12 Crypt chmbrs, Chester
ROTHERY, ALBERT, Harlescott rd, Nunhead Aug 21 at 11 Bankruptcy bldgs, Carey st
SHILTON, DANIEL, Manchester, Fancy Goods Manufacturer Aug 15 at 3 Off Rec, Byrom st, Manchester
SMITH, ALLISON, Holmbush rd, Putney Heath Aug 16 at 11.30 132, York rd, Westminster Bridge
STANLEY, JAMES EDWIN, and CLAUDE NEAL CASWELL, Nottingham, Botanical Brewers Aug 16 at 12 Off Rec, 1, Berridge st, Leicester
STEPHENSON, EDWARD, Kingston upon Hull, Licensed Victualler Aug 14 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
STUBBINGS, JOSIAH WILLIAM, Barford, Norfolk, Grocer Aug 14 at 12.30 Off Rec, 8, King st, Norwich
SYMONS, GEORGE ERNEST, Boston, Milliner Aug 14 at 2.45 Off Rec, 4 and 6, West st, Boston
TAYLOR, EDWARD LOUIS, Lowestoft, Commission Agent Aug 14 at 12.45 Off Rec, 8, King st, Norwich
TAYLOR, ROBERT, Longsight, Manchester, Builder Aug 14 at 3 Off Rec, Byrom st, Manchester
VICTORIA PUBLISHING CO, THE, Gerrard st, Soho Aug 21 at 1 Bankruptcy bldgs, Carey st
WARE, GEORGE, Troedyrhiw, Merthyr Tydfil, Baker Aug 15 at 2.30 Off Rec, County Court, Townhall, Merthyr Tydfil
YOUNG, FRANK WYNDHAM, Caerphilly, Glam, Credit Draper Aug 14 at 10.30 Off Rec, Post Office chmbrs, Pontypridd

ADJUDICATIONS.

BENNETT, JAMES, Kirkham, Lancs, Painter Preston Pet July 31 Ord July 31
BOLT, JAMES THOMAS DAWE, Plymouth, Carrier Plymouth Pet Aug 1 Ord Aug 1
CALVERT, WILLIAM HENRY, Westgate, Rotherham, Yorks, Chemist Sheffield Pet July 19 Ord Aug 1
COCKELL, CHARLES THOMAS, Church st, Lower Edmonton, Nurseryman Edmonton Pet July 16 Ord Aug 1
DICKINS, GEORGE BENJAMIN, Kirton, Lincs, Baker Boston Pet Aug 1 Ord Aug 1
ELLISON, JAMES, East Ham, Commission Agent High Court Pet Aug 2 Ord Aug 2
FISHER, WILLIAM HENRY, Crewe, Tobacconist Crewe Pet Aug 1 Ord Aug 1
GUTWIRTH, LEISER, Hatton gdn, Diamond Broker High Court Pet Aug 1 Ord Aug 1
HEDGE, WILLIAM THOMAS, Bexhill, Draper Hastings Pet Aug 2 Ord Aug 2
HILL, CHARLES ROWLAND, Bedford hill, Balham, Auctioneer High Court Pet June 24 Ord Aug 1
JAGER, HARRY, Charlotte st, Gt Eastern st, Cabinet Manufacturer High Court Pet July 9 Ord Aug 1
JOY, DOUGLAS GLOVER, Montague st High Court Pet March 12 Ord Aug 2
LEE, BERNARD, Chichelle rd, Cricklewood, General Dealer High Court Pet Aug 2 Ord Aug 2
MORGAN, LOUIS, and AARON MORGAN, Radstock, Somerset, Fruit Merchants Frome Pet Aug 2 Ord Aug 2
NIXON, LOWERY, Dearham, Grocer Workington Pet Aug 1 Ord Aug 1
ROLY, ROBERT, Brighton, Fishmonger Brighton Pet July 17 Ord Aug 2
STUART, FREDERICK GEORGE, Great Bath st, Clerkenwell, Licensed Victualler High Court Pet June 19 Ord Aug 1
WATSON, THOMAS, Earl's Court rd High Court Pet April 30 Ord Aug 1
WHITWORTH, JOHN WILLIAM, Luton, Restaurateur Luton Pet Aug 2 Ord Aug 2
WILLIAMS, THOMAS KENWAY, High Oak, Pensnett, Staffs, Physician Stourbridge Pet July 31 Ord July 31
WILLIAMS, WILLIAM BRISTOW, Devizes, Grocer Bath Pet Aug 2 Ord Aug 2
YOUNG, FRANK WYNDHAM, Caerphilly, Glam, Credit Draper Pontypridd Pet July 31 Ord July 31

London Gazette.—FRIDAY, Aug. 9.

RECEIVING ORDERS.

BASTOW, JOHN WILLIAM, Leigh, Coldridge, Devon, General Smith Exeter Pet Aug 3 Ord Aug 3
BRIDGES, WILLIAM STEVENTON, Redhill, Surrey, Baker Croydon Pet Aug 6 Ord Aug 6
BROWN, WILLIAM, Pool Dam, Newcastle under Lyme, Beerseller Hanley Pet Aug 3 Ord Aug 3
CONWAY, EDWARD, Hanley, Grocer Hanley Pet Aug 3 Ord Aug 3
CRAGHILL, EDWARD, Grasmere, Westmorland, Farmer Kendal Pet July 17 Ord Aug 3
CROAD, FREDERICK JOHN, Winshill, Derby, Grocer Burton on Trent Pet Aug 6 Ord Aug 6
CROKER, HENRY, Eastover, Bridgwater, Baker Bridgwater Pet Aug 6 Ord Aug 6
DRAVIN, EDWARD, Kingskerswell, Devonshire, Grocer Exeter Pet Aug 3 Ord Aug 3
DOBSON, WILLIAM GEORGE, Calne, Wilts, Printer Swindon Pet Aug 3 Ord Aug 3
DOWNTON, CHARLES JAMES, Salmon ln, Stepney High Court Pet Aug 6 Ord Aug 6
GLENISTER, ARTHUR, Reading, Butcher Reading Pet Aug 2 Ord Aug 2
HENDRICK, ALFRED, Ellesmere, Salop, Jeweller Wrexham Pet Aug 2 Ord Aug 2
HORTON, PETER, Maidstone, Dealer Maidstone Pet Aug 7 Ord Aug 7
HOWATSON, GOULBURN JAMES, Leeds Leeds Pet July 10 Ord Aug 1
ILES, GEORGE WILLIAM, Redcar, Yorks Middlesbrough Pet Aug 6 Ord Aug 6
LLOYD, WILLIAM ALFRED, Treorchy, Glam, Confectioner Pontypridd Pet Aug 6 Ord Aug 6
LOCKWOOD, WILLIE, Bailey Carr, nr Dewsbury, Innkeeper Huddersfield Pet Aug 6 Ord Aug 6
LORD, JOHN WILLIAM, Halifax, Draper Halifax Pet July 31 Ord July 31
MAY, THOMAS, Yelverton, Devon, Coach Proprietor Plymouth Pet Aug 7 Ord Aug 7
MILLS, EDWARD, Pattenden rd, Catford, Lodging house Keeper High Court Pet June 24 Ord Aug 2
PARKER, DAVID EVANS, Rotherham, Yorks, General Dealer Sheffield Pet Aug 6 Ord Aug 6
PITTS, WILLIAM, Heavitree, Devon, Cattle Dealer Exeter Pet July 15 Ord July 30
ANEURIN, RODERICK & Co, Swansea Cardiff Pet July 20 Ord Aug 2
RUMBOLD, JOSEPH FRANK, Parkstone, Dorset, Builder Poole Pet Aug 7 Ord Aug 7
STERNING, JOHN HENRY, Bury St Edmunds, Pawnbroker Bury St Edmunds Pet Aug 7 Ord Aug 7
VALE, WILLIAM HENRY, Bloxwich, Staffs, Brush Manufacturer Walsall Pet Aug 2 Ord Aug 2
WIGLEY, TOM, Sparkbrook, Birmingham, Clerk Birmingham Pet Aug 2 Ord Aug 2
WILD, WILLIAM HENRY, Stockport, Grocer Stockport Pet Aug 3 Ord Aug 3

Amended notice substituted for that published in the London Gazette of July 23:

HOBSMAN, HUGH, St Georges' sq, Regent's Park High Court Pet March 22 Ord July 19

Amended notice substituted for that published in the London Gazette of Aug 2:

GAFFNEY, WILLIAM, jun, Fallowfield, Manchester, Builder Manchester Pet June 5 Ord July 31

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

KEMP, ARTHUR GEORGE, Davies st, Professional Backer of Horses High Court Pet Aug 14, 1906 Rec Ord Sept 29, 1906 Resc and Dis Aug 7, 1907

FIRST MEETINGS.

ABRAHAMS, FRANK, St Helen's pl, Company's Secretary Aug 20 at 1 Bankruptcy bldgs, Carey st
BASTOW, JOHN WILLIAM, Coldridge, Devon, General Smith Aug 22 at 12 Off Rec, 9, Bedford circus, Exeter
BENNETT, JAMES, Kirkham, Lancs, Painter Aug 19 at 11 Off Rec, 14, Chapel st, Preston
BRIDGES, WILLIAM STEVENTON, Redhill, Surrey, Baker Aug 19 at 11 132, York rd, Westminster Bridge
COMPTON, ARTHUR, Leek, Staff Aug 22 at 11.30 Off Rec, 23, King Edward st, Macclesfield
DRAVIN, EDWARD, Kingskerswell, Devon, Grocer Aug 22 at 12 Off Rec, 9, Bedford circus, Exeter
DOBSON, WILLIAM GEORGE, Calne, Wilts, Printer Aug 19 at 11 Off Rec, 38, Regent circus, Swindon
DOWNTON, CHARLES JAMES, Salmon ln, Stepney Aug 22 11 Bankruptcy bldgs, Carey st
EDMONDS, EMILY, Sidley Green, Bexhill, Wheelwright Aug 20 at 10.30 County Court, 24, Cambridge rd, Hastings
ELLISON, JAMES, East Ham, Essex, Fruit Salesman Aug 21 at 11 Bankruptcy bldgs, Carey st
GOODMAN, D, Hanbury st, Spitalfields Aug 20 at 12 Bankruptcy bldgs, Carey st
HARRIS, HENRY, Gillingham, Builder Aug 19 at 12.45 115, High st, Rochester
HEDGE, WILLIAM THOMAS, Bexhill, Draper Aug 21 at 1 Bankruptcy bldgs (Room 53), Carey st
HODSON, JOSEPH, Bertie rd, Willesden Green, Builder Aug 20 at 11 Bankruptcy bldgs, Carey st
HOWARD, JOHN BOWDEN, Barnstaple, Butcher Aug 20 at 3 94, High st, Barnstaple
JORDAN, CHARLES ALFRED, Chatham, Builder Aug 19 at 12.15 115, High st, Rochester
LEE, BERNARD, Chichele rd, Cricklewood, General Dealer Aug 22 at 12 Bankruptcy bldgs, Carey st

MARQUISS, WILLIAM, Venn, nr Barnstaple, Farmer Aug 20 at 3 94, High st, Barnstaple
MILLS, EDWARD, Catford, Lodging House Keeper Aug 22 at 1 Bankruptcy bldgs, Carey st
MONTEFIORE, EADE, Bury St Edmunds Aug 23 at 2 15 Angel Hotel, Bury St Edmunds
NIXON, LOWERY, Dearham, Cumberland, Grocer Aug 19 at 2.45 Court House, Cockermouth
OPENSHAW, FRANK ERNEST PILLING, Combe Martin, Devon Aug 20 at 3 94, High st, Barnstaple
PITTS, WILLIAM, Heavitree, Devon, Cattle Dealer Aug 22 at 12 Off Rec, 9, Bedford circus, Exeter
ROBERTS, WILLIAM, Llanrhychwyn, Carnarvon, Farmer Aug 19 at 12 Crypt chmbrs, Eastgate row, Chester
ROBINSON, AMY ANNE, Adelphi, Strand Aug 19 at 12 Bankruptcy bldgs, Carey st
ROLF, ROBERT, Brighton, Fishmonger Aug 22 at 10.30 Off Rec, 4 Pavilion bldgs, Brighton
WALLER, FREDERICK JOHN, Canterbury, Grocer Aug 17 at 10.30 Off Rec, 68A, Castle st, Canterbury
WILLIAMS, ROBERT, Blaenypennant, Dolbenmaen, Carnarvon, Farmer Aug 21 at 12 30 Police court Portmadoc

ADJUDICATIONS.

BASTOW, JOHN WILLIAM, Leigh, Coldri'ge, Devon, General Smith Exeter Pet Aug 3 Ord Aug 3
BAYLY JOSEPH, Gerrard st, Soho High Court Pet July 10 Ord Aug 3
BOHM, ERNEST, Boxworth gr, Barnsbury, Electric Lamp Manufacturer High Court Pet March 21 Ord Aug 7
BRIDGES, WILLIAM STRVENTON, Bedhill, Surrey, Baker Croydon Pet Aug 6 Ord Aug 6
BROWN, WILLIAM, Pool Dam, Newcastle under Lyme, Beerseller Hanley Pet Aug 3 Ord Aug 3
CONWAY, EDWARD, Hanley, Grocer Hanley Pet Aug 3 Ord Aug 3
CROAD, FREDERICK JOHN, Winshill, Derby, Grocer Burton on Trent Pet Aug 6 Ord Aug 6
CROKER, HENRY, Bridgwater, Baker Bridgwater Pet Aug 6 Ord Aug 6
DEAVIN, EDWARD, Kingskerswell, Devon, Grocer Exeter Pet Aug 3 Ord Aug 3
DOBSON, WILLIAM GEORGE, Calne, Wilts, Printer Swindon Pet Aug 3 Ord Aug 3
DOWNTON, CHARLES JAMES, Salmon ln, Stepney High Court Pet Aug 6 Ord Aug 7
GAFFNEY, WILLIAM, junr, Fallowfield, Manchester, Builder Manchester Pet June 5 Ord Aug 2
GINGER, JAMES, Rowfant rd, Balham, Butcher Wandsworth Pet July 13 Ord Aug 6
GLENISTER, ARTHUR, Reading, Butcher Reading Pet Aug 2 Ord Aug 2
HENDRICK, ALFRED, Ellesmere, Salop, Jeweller Wrexham Pet Aug 2 Ord Aug 2
HORTON, PETER, Maidstone, Dealer Maidstone Pet Aug 7 Ord Aug 7
ILES, GEORGE WILLIAM, Redcar, Yorks Middlesbrough Pet Aug 6 Ord Aug 6
KING-POTTER, HARRY JAMES, Ludgate hill, Advertisement Contractor High Court Pet July 11 Ord Aug 6
LAMBERT, ROBERT JAMES, BERNARD SYMES, and GEORGE WYNDHAM THOMAS, High st, Hounslow, Confectioners Brentford Pet July 9 Ord Aug 2
LLOYD, WILLIAM ALFRED, Treorchy, Glam, Confectioner Pontypridd Pet Aug 6 Ord Aug 6
LOCKWOOD, WILLIS, Batley Carr, nr Dewsbury, Innkeeper Huddersfield Pet Aug 6 Ord Aug 6
LORD, JOHN WILLIAM, Halifax, Draper Halifax Pet July 31 Ord July 31
MCLAREN, DANIEL, Cottingham, Yorks, Ironmonger Kingston upon Hull Pet June 21 Ord Aug 6
MANSON, THOMAS BERTRAND, Clarendon Park, Leicester, Land Agent Leicester Pet July 5 Ord Aug 3
MAY, THOMAS, Yelverton, Devon, Coach Proprietor Plymouth Pet Aug 7 Ord Aug 7
MITCHELL, GEORGE WILLIAM, Alscot rd, Bermondsey, Leather Merchant High Court Pet July 11 Ord Aug 6
PARKER, DAVID EVANS, Rotherham, Yorks, General Dealer Sheffield Pet Aug 6 Ord Aug 6
PITTS, WILLIAM, Heavitree, Devon, Cattle Dealer Exeter Pet July 15 Ord July 31
POTTS, SAMUEL LEONARD, London Wall bldgs, Builder High Court Pet May 2 Ord Aug 7
ROWBOLD, JOSEPH FRANK, Parkstone, Dorset, Builder Poole Pet Aug 7 Ord Aug 7
STEBBING, JOHN HENRY, Bury St Edmunds, Pawnbroker Bury St Edmunds Pet Aug 7 Ord Aug 7
VALE, WILLIAM HENRY, Bloxwich, Staffs, Brush Manufacturer Walsall Pet Aug 2 Ord Aug 2
WIGLEY, TOM, Sparkbrook, Birmingham, Clerk Birmingham Pet Aug 2 Ord Aug 2
WILD, WILLIAM HENRY, Stockport, Grocer Stockport Pet Aug 3 Ord Aug 3
WILSON, CHARLES WILLIAM, Liverpool, Glass Bottle Merchant Liverpool Pet June 26 Ord Aug 6
Amended notice substituted for that published in the London Gazette of July 19:
CLARIDGE, GEORGE, Flitton, Beds, Miller Bedford Pet July 15 Ord July 15

ADJUDICATION ANNULLED. RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

THORNTON, GODFREY HENRY, Formerly of Warwick sq, Pimlico High Court Pet Aug 30, 1906 Rec Ord Sept 27, 1906 Adjud Oct 18, 1906 Resc, Annul, and Dis July 30, 1907

London Gazette.—TUESDAY, Aug. 13.

RECEIVING ORDERS.

APPLETON, WILLIAM, Feltham, Builder Kingston, Surrey Pet Aug 10 Ord Aug 10
BAKER, SEPTIMUS, Melcombe Regis, Dorset, Cab Driver Dorchester Pet Aug 10 Ord Aug 10
BATESON, WALTER, and JAMES HENRY FROST, Greengates, Bradford, Builders Bradford Pet Aug 8 Ord Aug 8
BETTS, KATE ELEN, Newark upon Trent, Baker Nottingham Pet July 15 Ord Aug 6
BROWN, ALICE, East Durrants, Havant, Hants Portsmouth Pet Aug 8 Ord Aug 8
CARR, ELIZABETH, Heaton, Newcastle on Tyne Newcastle on Tyne Pet Aug 3 Ord Aug 9
DANIELS, MARGARET, Swanton Abbott, Norfolk Norwich Pet July 27 Ord Aug 9
DAVIES, ERNEST, Tenby, Pembroke, Clog Block Manufacturer Pembroke Dock Pet Aug 10 Ord Aug 10
DIXON, WILLIAM BOLTON, Market Rasen, Lincs, Grocer Lincoln Pet Aug 9 Ord Aug 9
DRAKE, WILLIAM HENRY, Well rd, Hampstead, Builder High Court Pet Aug 9 Ord Aug 9
DUNSMURE, C, Moorgate st Clerk High Court Pet July 10 Ord Aug 9
EDWARDS, WILLIAM, and EDWARD GEORGE MEDWAY, Etheldred st, Kennington Cross, Builders High Court Pet July 24 Ord Aug 9
EMERY, WILLIAM JAMES, Cannock, Staffs, Cycle Manufacturer Walsall Pet Aug 9 Ord Aug 9
FINCH, JAMES, Colebrooke av, Ealing, Commercial Traveller Brentford Pet Aug 9 Ord Aug 9
HIBCOX, JOHN THOMAS, Bradford Bradford Pet Aug 8 Ord Aug 8
HUNTON, JOHN THOMAS, Middlesbrough, Labourer Middlesbrough Pet Aug 8 Ord Aug 8
JOHNSON, HENRY, jun, Liverpool, Team Owner Liverpool Pet Aug 8 Ord Aug 8
LUKER, PHILIP AUGUSTUS, Bristol, Scotch Draper Bristol Pet Aug 8 Ord Aug 8
LUNN, ARTHUR, Worksop, Notts, Licensed Hawker Sheffield Pet Aug 8 Ord Aug 8
NICHOLLS, LESTER, Ryecroft, Walsall, Grocer Walsall Pet Aug 3 Ord Aug 8
NICHOLSON, WILLIAM JAMES, Castle st, Falcon sq, Tie Manufacturer High Court Pet Aug 10 Ord Aug 10
OATES, WILLIAM ARTHUR, Leeds, Commercial Traveller Leeds Pet Aug 8 Ord Aug 8
PETTIFOR, JOHN ANDREW, Leicester, Pianoforte Dealer Leicester Pet July 26 Ord Aug 9
RAYNER, WILLIAM, Broad st House High Court Pet May 16 Ord Aug 7
SOWDEN, REUBEN, Barnsley, Auctioneer Wakefield Pet Aug 8 Ord Aug 8
STOCKHAM, FREDERICK JOHN, Walsall, Brushmaker Walsall Pet Aug 6 Ord Aug 6
SUMMERSCALES, WILLIAM, Warley, Halifax, Pavior's Labourer Halifax Pet Aug 9 Ord Aug 9
SYKES, THOMAS, Lockwood, Huddersfield, Builder Huddersfield Pet Aug 9 Ord Aug 9
WALTERS, GEORGE STIMSON, Shelswell, Oxford, Farmer Oxford Pet July 19 Ord Aug 10
WILLIS, FRANK, Walsall, Harness Manufacturer Walsall Pet July 22 Ord Aug 8

Amended notice substituted for that published in the London Gazette of Aug 6:

DARE, FREDERICK SAMUEL, Almondsbury, Glous, Grocer Bristol Pet July 18 Ord Aug 1

FIRST MEETINGS.

ALEXANDER, ADAM, and ALFRED ALEXANDER, Luton, Straw Hat Manufacturers Aug 21 at 11.30 Chamber of Commerce, 53, George st, Luton
BATESON, WALTER, and JAMES HENRY FROST, Greengates, Bradford, Builders Aug 22 at 11 Off Rec, 29, Manor row, Bradford
BELL, SYDNEY, Andover, Builder Aug 22 at 3 Off Rec, City chmbrs, Catherine st, Salisbury
BOLT, JAMES THOMAS DAWE, Plymouth, Carrier Aug 22 at 11.30 7, Buckland ter, Plymouth
BROWN, ALICE, East Durrants, Havant, Hants Aug 22 at 3 Off Rec, Cambridge junc, High st, Portsmouth
CALVERT, WILLIAM HENRY, Westgate, Rotherham, Yorks, Chemist Aug 21 at 12 Off Rec, Figtree ln, Sheffield
CARR, ELIZABETH, Heaton, Newcastle upon Tyne Aug 21 at 3 Off Rec, 30, Mosley st, Newcastle on Tyne
COATES, CHARLES JOSEPH ADAMS, West Bradley, Somerset Medical Practitioner Aug 26 at 11.15 Off Rec, 26, Baldwin st, Bristol
COCKRAM, JOHN, Blackawton, Devon, Baker Aug 22 at 11 7, Buckland ter, Plymouth
CONWAY, EDWARD, Hanley, Grocer Aug 21 at 3.30 Off Rec, King st, Newcastle, Stafford
COOPER, FREDERIC CHARLES, Eastbourne Aug 27 at 11.45 County Court Offices, Seaside rd, Eastbourne
CROKER, HENRY, Bridgwater, Baker Aug 21 at 12.30 Off Rec, 26, Baldwin st, Bristol
DARE, FREDERICK SAMUEL, Almondsbury, Glous, Grocer Aug 28 at 12 Off Rec., 26, Baldwin st, Bristol
DIBDEN, EDWIN, Brookweir, Glous, Carpenter Aug 21 at 11 Off Rec, 144, Commercial st, Newport, Mon
DICKINS, GEORGE BENJAMIN, Kirton, Linc, Baker Aug 21 at 2.45 Off Rec, 4, and 6, West st, Boston
DRAKE, WILLIAM HENRY, Well rd, Hampstead, Builder Aug 26 at 11 Bankruptcy bldgs, Carey st
DUNSMURE, C, Moorgate st, Clerk Aug 23 at 1 Bankruptcy bldgs, Carey st
EDWARDS, WILLIAM, and MEDWAY, EDWARD GEORGE, Etheldred st, Kennington Cross, Builders Aug 23 at 12 Bankruptcy bldgs, Carey st
EVANS, EVAN, Ffrwd, nr Wrexham, Denbigh, Farmer Aug 22 at 12 Crypt chmbrs, Eastgate row, Chester
FISHER, WILLIAM HENRY, Crewe, Hairdresser Aug 30 at 4.30 Royal Hotel, Crewe
HENDRICK, ALFRED, Ellesmere, Salop, Jeweller Aug 22 at 12.30 Crypt chmbrs, Eastgate row, Chester
HIBCOX, JOHN THOMAS, Bradford Aug 21 at 11 Off Rec, 29, Manor row, Bradford
HOLLAND, JESSE, Keward, nr Wells, Somerset, Farmer Aug 21 at 11 Off Rec, 26, Baldwin st, Bristol
HORTON, PETER, Maidstone, Dealer Sept 4 at 11 9, King st, Maidstone
HOWATSON, GOULBURN JAMES, Leeds Aug 23 at 3 Off Rec, 22, Park row, Leeds
INNES, WILLIAM, Balbirnie, Boston, Merchant Aug 21 at 2.15 Off Rec, 4 and 6, West st, Boston
LLOYD, WILLIAM ALFRED, Treorchy, Glam, Confectioner Aug 23 at 10.30 Off Rec, Post Office chmbrs, Pontypridd
LOCKWOOD, WILLIS, Batley Carr, nr Dewsbury, Innkeeper Aug 23 at 11 The Huddersfield Incorporated Law Society's Room, Imperial Arcade, New st, Huddersfield
MORGAN, LOUIS, and AARON MORGAN, Radstock, Somerset, Fruit Merchants Aug 21 at 12.15 Off Rec, 26, Baldwin st, Bristol
OATES, WILLIAM ARTHUR, Leeds, Commercial Traveller Aug 21 at 11 Off Rec, 22, Park row, Leeds
PARKER, DAVID EVANS, Rotherham Yorks, General Dealer Aug 21 at 12.30 Off Rec, Figtree lane, Sheffield
RAYNER, WILLIAM, Broad st House Aug 23 at 12 Bankruptcy bldgs, Carey st
ROWBOLD, JOSEPH FRANK, Parkstone, Dorset, Builder Aug 23 at 3.30 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth
SOWDEN, REUBEN, Barnsley, York, Auctioneer Aug 21 at 11 Off Rec, 6, Bond ter, Wakefield
STEBBING, JOHN HENRY, Bury St Edmunds, Pawnbroker Aug 21 at 2 Off Rec, 36, Princes st, Ipswich
STOCKHAM, FREDERICK JOHN, Walsall, Brush Maker Aug 23 at 11 Off Rec, Wolverhampton
SUMMERSCALES, WILLIAM, Warley, Halifax, Pavior's Labourer Aug 23 at 11 County Court House, Prescott st, Halifax
VALE, WILLIAM HENRY, Bloxwich, Staffs, Brush Manufacturer Aug 23 at 11.30 Off Rec, Wolverhampton
WALKE, HENRY GEORGE, Ambra Vale, Bristol, Furniture Maker Aug 21 at 11.30 Off Rec, 26, Baldwin st, Bristol
WHITWORTH, JOHN WILLIAM, Luton, Restaurateur Aug 21 at 12.15 Chamber of Commerce, 53, George st, Luton
WIGLEY, TOM, Sparkbrook, Birmingham, Clerk Aug 23 at 11.30 191, Corporation st, Birmingham
WILLIAMS, WILLIAM BRISTOW, Devizes, Grocer Aug 21 at 11.45 Off Rec, 26, Baldwin st, Bristol

ADJUDICATIONS.

ABRAHAMS, FRANK, St Helen's pl, Companies' Secretary High Court Pet July 12 Ord Aug 9
BAKER, SEPTIMUS, Melcombe Regis, Dorset, Cab Driver Dorchester Pet Aug 10 Ord Aug 10
BATESON, WALTER, and FROST, JAMES HENRY, Greengates, Bradford, Builders Bradford Pet Aug 8 Ord Aug 8
BETTS, KATE ELEN, Newark upon Trent, Baker Nottingham Pet July 15 Ord Aug 8
BRAUN, GEORGE LEON, High st, Peckham, Paper Merchant High Court Pet July 16 Ord Aug 8
BROWN, ALICE, East Durrants, Havant, Hants Portsmouth Pet Aug 8 Ord 8
DARE, FREDERICK SAMUEL, Almondsbury, Glos, Grocer Bristol Pet July 18 Ord Aug 9
DAVIES, ERNEST, Tenby, Pembroke, Clog Block Manufacturer Pembroke Dock Pet Aug 10 Ord Aug 10
DIXON, WILLIAM BOLTON, Market Rasen, Lincs, Grocer Lincoln Pet Aug 9 Ord Aug 9
EMERY, WILLIAM JAMES, Cannock, Staffs, Cycle Manufacturer Walsall Pet Aug 9 Ord Aug 9
FINCH, JAMES, Colebrooke av, Ealing, Commercial Traveller Brentford Pet Aug 9 Ord Aug 9
GRACE, WILLIAM FREDERICK, Lascotts rd, Wood Green Edmonton Pet June 11 Ord Aug 9
GLOVER, SIDNEY HEYWOOD, Bognor, Stockbroker High Court Pet June 15 Ord Aug 9
HIBCOX, JOHN THOMAS, Bradford Bradford Pet Aug 6 Ord Aug 8
HOLLAND, JESSE, Keward, nr Wells, Somerset, Farmer Wells Pet July 10 Ord Aug 9
HUNTON, JOHN THOMAS, Middlesbrough, Labourer Middlesbrough Pet Aug 8 Ord 8
HURRELL, M H, Wimbledon, Builder Kingston, Surrey Pet Nov 29 Ord Aug 10
HUTSON, JOHN RICHARD FABER, South Farnborough, Hants Guildford Pet March 11 Ord Aug 1
JOHNSON, HENRY, Jun, Liverpool, Team Owner Liverpool Pet Aug 8 Ord Aug 8
KERRY, HERBERT SAMUEL, Leigh on Sea, Essex, Builder Chelmsford Pet May 22 Ord Aug 9
KNAPP, PETER, Fenchurch st, Merchant's Clerk High Court Pet June 20 Ord Aug 9
LEDERER, ALFRED, Queen Victoria st, Wine Merchant High Court Pet July 10 Ord Aug 8
LOYD, LEWIS R W, Shaftesbury av High Court Pet April 10 Ord Aug 8
LUNN, ARTHUR, Worksop, Notts, Licensed Hawker Sheffield Pet Aug 8 Ord Aug 8
OATES, WILLIAM ARTHUR, Leeds, Commercial Traveller Leeds Pet Aug 8 Ord Aug 8
POTTS, ARTHUR FREDERICK, Raleigh rd, Hornsey, Builder High Court Pet July 2 Ord Aug 8
RANELL, FREDERICK INGRAM, Folkestone, Fly Proprietor Canterbury Pet July 23 Ord Aug 6
ROBERTS, WILLIAM, Croydon, Builder Croydon Pet June 21 Ord Aug 9
SHILTON, DANIEL, Chorlton cum Hardy, Manchester, Fancy Goods Manufacturer Manchester Pet June 27 Ord Aug 8
SOANES, ERNEST VICTOR, Malwood rd, Balham hill, Stockbroker High Court Pet June 3 Ord Aug 10
SOWDEN, REUBEN, Barnsley, Auctioneer Wakefield Pet Aug 8 Ord Aug 8
SUMMERSCALES, WILLIAM, Warley Halifax, Pavior's Labourer Halifax Pet Aug 9 Ord Aug 9
TUCKER, GEORGE, Erdington, Warwick, Sealing Wax Manufacturer Birmingham Pet July 9 Ord Aug 10
WALKE, HENRY GEORGE, Ambra Vale, Bristol, Furniture Maker Bristol Pet Aug 1 Ord Aug 10
WILLIAMS, ROBERT FRANCIS, H M Prison, Knutsford, Chester Chester Pet July 16 Ord Aug 9
WOODLEY, WILLIAM J, Flanders mansions, Bedford Park, Chiswick Brentford Pet April 18 Ord Aug 2

Amended notice substituted for that published in the London Gazette of Aug 6:

YAGER, HARRY, Charlotte st, Gt Eastern st, Cabinet Manufacturer High Court Pet July 9 Ord Aug 1

Annual Subscription, WHICH MUST BE PAID IN ADVANCE: SOLICITORS' JOURNAL AND WEEKLY REPORTER, 26s.; *by post*, 28s.; *Foreign*, 30s. 4d.